



**Missouri Department of Health
and Senior Services**

Division of Community Health

WIC
Operations Manual
Vendors

Effective October 1, 2003



**Missouri Department of Health
and Senior Services**

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WIC VENDOR MANUAL

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SECTION I: INTRODUCTION TO WIC

Inception	<p>The Supplemental Nutrition Program for Women, Infants and Children (WIC) was established by Congress in 1972. WIC was designed to help prevent the occurrence of health problems and to improve the health status of women, infants, and children during critical times of growth and development, with no cost to eligible participants.</p>
Administration	<p>WIC is administered federally by the United States Department of Agriculture (USDA). In Missouri, the Department of Health and Senior Services (hereinafter referred to as the Department or as DHSS) receives a grant from the USDA to administer the Program. Within the Department, the Division of Community Health (DCH), Section for Nutritional Health and Services (SNHS), Bureau of Nutrition Services and WIC (NSWIC) is responsible for Program management and operation. The Department contracts with community-based organizations and retail grocery vendors to implement the WIC Program at the local level. Currently, 119 local providers operate WIC clinics in every county in Missouri. Across the state of Missouri, WIC clinics, contracted grocers and pharmacies serve the nutritional health needs of over 130,000 WIC participants per month.</p>
Participant Eligibility	<p>Eligibility for Program benefits is determined every six months or at the end of pregnancy and is based on category, income and medical/nutritional status.</p> <p>All three eligibility criteria must be met in order to be certified as a participant for the Missouri WIC Program.</p> <ul style="list-style-type: none">• Categorical eligibility: Potential WIC participants include infants, children until their fifth (5) birthday, pregnant women, women who are nursing their infants, and women up to six (6) months after the end of pregnancy (postpartum).• Medical/nutritional health status: Potential WIC participants must have the following assessed by a qualified health professional: health history, anthropometric data (i.e., height, weight, and head circumference), blood iron screening (hemoglobin or hematocrit) and adequacy of diet. Based on this assessment, if the applicant has a medical or nutritional risk such as low hemoglobin, abnormal growth, poor dietary intake, high-risk pregnancy or other conditions that affect or are affected by the adequacy of dietary intake, he/she is certified for participation in the Missouri WIC Program.• Income eligibility: Potential WIC participants may have a household income up to 185% of the federal poverty level. However, participation in other health, social service or MC+ programs may allow for WIC participation at even higher income levels.

Benefits

The Missouri WIC Program provides all eligible women, infants and children with nutrition education, health care screening and referrals in addition to supplemental food.

- Nutrition education is what makes WIC unique among other “food” programs. WIC participants receive nutrition education through one-on-one counseling, small group discussion and group classes. The nutrition education provided to participants emphasizes the importance of proper nutrition in good health and assists each participant in changing dietary habits in an effort to improve overall nutrition and health status. The nutrition education topics relate to the participant’s health risk and area(s) of dietary deficiency or concern.
- WIC provides access to health care for families that might otherwise have little or no contact with health care services. When more comprehensive care is needed, participants are referred to other health agencies or programs for assistance.
- WIC foods are prescribed for eligible participants as a supplement to help meet the special nutritional needs of a very specific population. WIC foods are prescribed to provide specific nutrients including iron, protein, calcium, folate, zinc, vitamins A, B6, C and D. These nutrients are critical to growth and development and have been shown to be inadequate in the diets of lower income women, infants and children.
- Once the WIC health professional has prescribed the appropriate nutritious foods, food instruments are issued to the participant. Each food instrument is an individualized food prescription, listing specific foods and quantities, based on the participant’s category and nutritional need.

The Vendor’s Role

Contracted full service grocery stores, pharmacies and special purchase stores (herein referred to as Vendors) are an integral part of the success of Missouri’s WIC Program in improving the nutrition and health status of women, infants and children. The Vendor’s role in the Program is to provide participants with only those foods issued on the food instrument, in the specified quantity, brand, size and type. This serves to provide participants with the specific nutrients they need and to reinforce the nutrition education received. Following WIC’s policies and procedures, as outlined in the *WIC Vendor Authorization Contract* and *WIC Operations Manual: Vendors*, WIC participants will receive the nutritious foods prescribed and vendors will receive payment for the items redeemed.

Vendor Benefits

The Missouri WIC Program is a major purchaser in the retail grocery system in Missouri. In federal fiscal year 2002, Missouri WIC food instruments valued at almost \$80,000,000 were used to purchase nutritious food. In addition, when a food instrument is redeemed, a WIC customer may spend additional money with the Vendor for other non-WIC purchases. Participation in the Missouri WIC Program also shows a Vendor's commitment to the nutritional health of the residents in the community in which it operates.

SECTION II: VENDOR AUTHORIZATION

Overview All full service grocery stores, pharmacies and special purchase stores interested in becoming a contracted WIC Vendor must complete an application. The selection criteria utilized by the Department is designed to ensure that Vendor participation in the Missouri WIC Program will adequately fulfill the needs of participants within a given service area.

WIC Vendor Application

Enrollment Generally, Missouri *WIC Vendor Authorization Contracts* are given for a period of three (3) years. The Department accepts applications throughout the contract period. Contracts may be issued during the current contract period and all contracts will expire on the same date. However, the Department reserves the right not to accept any new applications during the last 120 days of the current contract period.

Renewals The Department will notify all contracted Vendors in good standing, prior to the expiration of the current contract period, and mail each an authorization application. Authorization applications must be returned to the Department in the specified time period. The applicant store is responsible for returning the application in such a manner that the Vendor obtains evidence of receipt by the Department.

Incomplete Applications Incomplete applications will be returned one time only to the applicant for completion. Incomplete applications returned to the applicant must be completed and re-submitted to the Department within thirty (30) days from the postmarked date of the returned application. Applicants who fail to return a completed application will not be considered for contract authorization.

Complete Applications All completed applications received by the department will be reviewed. The Department will notify applicants within sixty (60) days from receipt of the completed application, whether or not the application was approved.

Authorization Process

Authorization Process

Each retail store applying for WIC authorization must complete a six (6)-phase process.

Phase One:

Vendor applicants must complete and submit all the required application forms to the State WIC office. All information **MUST** be complete. Refer to page 10 of application packet for required documentation.

Please assure required signatures are obtained on all forms and send the completed application to the State WIC office using the address on page 10 of the application packet.

Phase Two:

The application will be reviewed for completeness. Applicants with incomplete applications will be notified by letter regarding what is missing from the application.

The State WIC office has **60 days from receipt of the completed application** (and supporting documentation) to review and determine if the store qualifies for the program.

Phase Three:

If all required information meets the selection criteria and the application is approved, an on-site pre-contract store inspection will be scheduled. The on-site inspection verifies whether or not the store meets all the selection criteria.

Phase Four:

The contract will be sent for Vendor signature. The contract must be signed and returned for further processing. When the contract with the signature is received it will be processed for Department signatures. **This period may take up to four (4) to six (6) weeks.**

Phase Five:

Storeowners, managers, and/or store staff will be required to attend a new Vendor training session held in Jefferson City, Missouri. Failure to attend this training will delay the start of the contract. **NOTE: Phases four and five may occur simultaneously.**

All owners, operators and managers of full service retail grocery stores and pharmacies must understand how the Missouri WIC Program operates. Compliance with all policies, procedures, and regulations of the Missouri WIC Program is the responsibility of each contracted Vendor.

Phase Six:

The contract will be in effect when all signatures have been obtained, training has been received, the store has received the Vendor identification stamps, and the store is notified of the date it may begin to accept WIC checks.

Selection Criteria

General Criteria

The Department has established criteria for the selection of Vendor applicants to whom contracts authorizing the transaction and redemption of WIC food instruments will be awarded. Every contracted Vendor must comply with all Vendor selection criteria throughout the contract period. The Department may reassess a Vendor at any time during the contract period. The Department will terminate the contract if the Vendor fails to comply with the current Vendor selection criteria. The Department reserves the right to make exceptions to the vendor selection criteria to address inadequate participant access.

Defining Who is a Vendor Applicant

Vendor applicants must be either a full service grocery store, pharmacy or a special purchase store. Grocery stores must stock, at a minimum, all of the following food groups: fresh produce, fresh and frozen meats and poultry (luncheon meats and deli meats do not qualify), canned and frozen vegetables, dairy products, cereals and breadstuffs, and formula, in order to qualify. Pharmacies shall provide only special formulas, infant juice, and infant cereal. Special Purchase Stores shall be used only to provide milk in the Missouri WIC Program.

Business Integrity

The Department will consider business integrity when determining eligibility for selection as a Vendor. Activities indicating a lack of business integrity include fraud, antitrust violations, embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, and obstruction of justice.

The Vendor must have and maintain a positive compliance history with any and all USDA Food and Nutrition Services (FNS) programs, if currently or formerly a Vendor for those programs.

The Department will not contract with any Vendor/applicant that has been currently disqualified from an FNS program during the last six (6) years or if any of the Vendor applicant's current owners, officers, or managers are currently under state and/or federal indictment for, had a civil judgment entered against them for, or have been convicted of any activity indicating a lack of business integrity.

The Vendor applicant must be free of any conflict of interest, as defined by applicable State laws, regulations and policies, between the store and the Department or its contracted providers. Conflict of interest includes any activities which would tend to influence a decision, create a bias or prejudice which would favor one side or the other in conflict with a Department or contracted local WIC providers employee's duties, or which conflict with the accomplishment of the Department's mission or goals. Examples are as follows:

- Solicitation or other influence for personal reasons or benefits.

- Personal relationships, either of an intimate or financial nature.
- Ownership or significant financial interest in a private business, including family member(s) within the fourth degree.
- Membership in or serve as a board member of any association or corporation participating in a program regulated or operated by the Department, such as a member of a county board of health.

**Business
Stability**

The Vendor must be an established business, open to the public for at least one year in the current location or must own and operate at least one other Missouri WIC Vendor in good standing at another location. This condition can be waived by the Department for a current vendor in good standing that is adding an additional location.

The Vendor applicant must be registered with the Missouri Secretary of State if doing business in other than his or her own name. If registered as a foreign corporation, the owners(s) will identify the state of origin for the corporation.

Pricing

The retail prices for WIC approved foods must not be greater than the Department's allowable variance from the statewide average prices. Prices of all WIC approved foods are to be posted.

**Business
Hours**

The Vendor must be open during normal retail business hours and must be open a minimum of six (6) days per week between 9:00 a.m. and 6:00 p.m. daily. Store hours must be posted.

**Minimum
Stock**

The store's inventory must meet the minimum stock defined in the *WIC Vendor Authorization Contract*. The store must have adequate inventory to supply WIC customers with enough approved foods to fully transact all WIC food instruments presented. This includes before, during, and after heavy volume of WIC redemption activity.

Pharmacies and grocery stores contracted to supply medically prescribed formula do not have stocking requirements for such formulas, but must provide all such formulas within 72 hours of presentation of a WIC food instrument by a participant or advance notification of need by a local WIC provider or by the state agency.

Sanitation

The Vendor must have and maintain a positive sanitation history as evaluated using the Department's current food establishment regulations (Missouri Food Code). A negative sanitation history includes but is not limited to:

- Temporary closings due to unsanitary conditions.
- Documented non-compliance in correcting unsanitary conditions.

- Current or unmet work orders for corrective action.
- On the most current sanitation inspection, non-compliance with the current food establishment regulations in five (5) or more critical control points.
- During the WIC pre-contract on-site store inspection the following specific items are checked:
 - a. No evidence of excess unremoved rubbish.
 - b. Floors clean, swept and free from dirt, grime, filth, and/or excess rubbish.
 - c. Floors in good repair (no holes in floor).
 - d. No evidence of insects and/or rodents within the store premises.
 - e. Garbage or refuse within the store premises is stored (covered) so that it is inaccessible to insects and/or rodents.
 - f. No evidence of thawing and then refreezing of foods (cans of frozen juice frozen together, cans of frozen juice are sticky, frozen packages of meat frozen together).
 - g. Foods properly stored and/or refrigerated (frozen foods are frozen and not soft, no evidence of frost build-up on the freezer case or on the frozen food items).
 - h. Freezer and cooler temperatures meet minimum requirements.
 - i. No evidence of food spoilage.
 - j. No evidence of outdated milk, eggs, cheese, or infant formula.
 - k. No other clearly identified lack of cleanliness or safety.

**Percentage
of Food Sales**

The Vendor must be operating a full service grocery store at the applicant/contracted location, which has gross food sales of at least 75% of total gross grocery receipts, excluding alcohol and tobacco. If either alcohol or tobacco product sales individually or in aggregate comprise 25% or more of food sales, a contract will not be offered. Pharmacies and special purchase stores are exempted from this requirement due to their WIC approved item limitations.

Exceptions

The Department reserves the right to make exceptions (waive) the Vendor selection criteria to address inadequate participant access. However, pricing and stocking requirements are not waivable, per federal regulations.

Application Denial/Approval

Application Denial

The Department will notify applicants within sixty (60) days from receipt of the **completed** application, when denied. Applicants who are denied a contract cannot reapply for one hundred eighty (180) calendar days from the date of denial.

Application Approval

The Department will notify applicants within sixty (60) days from receipt of **completed** application, when approved.

- For all new applicants who have been approved, the Department must then conduct an on-site visit to verify the information provided in the application is accurate. NO contract will be awarded prior to the visit. The Department does not guarantee a contract will be offered after the on-site visit.
- The contract will be sent for Vendor applicant signature. The contract must be signed and returned for further processing. When the contract with the signature is received it will be processed for the necessary Department signatures. During this period, which may take up to four (4) to six (6) weeks, storeowners, managers, and/or store staff will be required to attend a new Vendor training session held in Jefferson City, Missouri. Failure to attend this training will void the contract process and will require a wait of 180 days before resubmitting a new WIC application.
- The contract will be in effect when all signatures have been obtained, training has been received, the store has received the Vendor identification stamps, and the store is notified of the date it may begin to accept WIC checks.
- All owners, operators and managers of retail grocery stores, pharmacies and special purchase stores who are making application to the program must understand how the Missouri WIC Program operates. Compliance with all policies, procedures, and regulations of the Missouri WIC Program is the responsibility of each contracted Vendor.

WIC Vendor Authorization Contract

Overview

The *WIC Vendor Authorization Contract* is between a named contractor (Vendor) and the State of Missouri, Department of Health and Senior Services (DHSS). The contract authorizes a Vendor's participation in the Missouri WIC Program under State and Federal regulations (USDA Regulations 7 CFR Part 246.12). This Contract also serves to meet objectives of the Department's Integrated Strategic Plan (see copy of contract in Appendix A). This Contract contributes to the achievement of the following Missouri "Priority Results": Born healthy and enter school ready to learn, succeed in school, enjoy a long healthy life and achieve financial and job security for family.

Contract Period Generally, contracts are given for a three-year period beginning October 1st (the start of the Federal Fiscal Year). Unless otherwise notified by the Department, all contracts expire at midnight on September 30th. New Vendors that join the Program between these dates will be given a contract for the remainder of the current contract period.

No vendor shall accept WIC food instruments for redemption prior to the date specified on the *WIC Vendor Authorization Contract*, or after the expiration date of the *WIC Vendor Authorization Contract*.

Contract Category There are six contract categories based on the types of foods for which a Vendor is authorized to redeem food instruments. The Department will determine the category of contract offered to a Vendor.

Category	Description
6.1	All WIC approved foods, standard WIC contract formulas and all special formulas. (Full service grocery stores with pharmacies.)
6.2	All WIC approved foods, standard WIC contract formulas and the option of providing additional special formulas available through the Vendor's grocery wholesaler. (Full service grocery stores without pharmacies.)
6.3	Special formula only. This type of contract is reserved for Pharmacies Only. Note: Standard WIC contract formulas are not allowed for redemption with this type of contract.
6.4	Special formula, infant juice and infant cereal only. This type of contract is reserved for Pharmacies Only. Note: Standard WIC contract formulas are not allowed for redemption with this type of contract.
6.5	Milk only.
6.6	A group of stores of varying size which are owned by a single entity (e.g., sole-proprietorship, partnership, Sub-chapter "S" corporation, publicly traded corporation, etc.). Note: Each store location is evaluated individually against the selection criteria and assigned category 6.1 through 6.5, as listed above.

Store Ownership The *WIC Vendor Authorization Contract* specifies the name of the store.
Any change of store ownership makes the contract null and void.

Change of Ownership A Vendor must give sixty (60) days advance notice to the Department of ownership changes. This will allow NSWIC adequate time to process the contract application for the new owner. A new vendor number will be required.

Note: Vendors may not use the income generated from WIC food instrument redemption or WIC customers as a guarantee or incentive for prospective buyers/owners.

Store Location The *WIC Vendor Authorization Contract* specifies the location of the store. All Missouri contracted stores must be stationary buildings, fixed in one location at all times. **Any change of the location of a store makes the contract null and void.**

Change of Location A Vendor must give sixty (60) days advance notice to the Department if the location of a store changes. This will allow NSWIC adequate time to process the contract application for the new location.

Chain Store **Chain stores are not automatically entitled to have all locations approved.** Each location must be evaluated against all selection criteria as if it were a single, independent entity and will be individually listed on the contract attachment for the corporation contract.

By signing the *WIC Vendor Authorization Contract*, a Vendor with stores in multiple locations has accepted responsibility for Program operations of all participating locations, which are listed on a Contract Attachment #1. Notwithstanding, all stores will be assessed, categorized and treated individually and not as one unit. Additions or deletions of individual store locations may be requested by vendors, shall be subject to the same review procedures as single location applicants, and shall be effective upon a signed Contract amendment by of the Department. Termination or disqualification of individual stores will be determined by the Department, with a fifteen (15) day written notice, unless required to be immediate by the Regulations.

Expectations Before signing the *WIC Vendor Authorization Contract*, the owner, operator, manager, or other person(s) authorized to sign the contract should carefully read the entire contract.

It is extremely important that Vendors review the entire contract and understand all expectations set forth by the Department before signing.

The Vendor must comply with the provisions of the Contract and must remain in compliance with all federal and state laws, statutes, policies, procedures, manuals, and regulations of the WIC Program, including any changes made during the Contract period. Failure to do so will result in Contract termination. This Contract is not a license or property interest.

Termination A *WIC Vendor Authorization Contract* may be terminated by either party, for cause, by giving at least thirty (30) days advance notice to the other.

Ceasing Operations A Vendor must give sixty (60) days advance notice to the Department when ceasing operations.

Renewal If the Vendor wishes to continue to be authorized beyond the period of the current Contract, or if terminated or disqualified, the Vendor must reapply for authorization. Neither the Department nor the Vendor is under any obligation to

renew a *WIC Vendor Authorization Contract*. Expiration of the contract is not subject to appeal.

Vendor's Rights

The Vendor has the right of appeal when an application to participate is denied, when during the course of the contract a Vendor is terminated or disqualified, or when another adverse action, which affects the Vendor's participation in the WIC Program, is taken by the Department, with the following exceptions:

- The expiration of a contract and the Department's determination regarding participant access shall not be subject to administrative review.
- Disqualification of a Vendor as a result of disqualification from the Food Stamp Program shall not be subject to administrative or judicial review.

Appeals Process

Appeals Process

The State agency will use a uniform appeal process to evaluate and respond to all appeal requests from contracted Vendors or applicants.

The Vendor or applicant has the right to appeal the following adverse actions:

1. Denial of authorization.
2. Termination for cause.
3. Disqualification.
4. Fines.
5. Imposition of a Civil Money Penalty in lieu of disqualification.

Vendor Request Hearing

The Vendor or applicant must provide the State agency with a written request for a hearing within 15 days of the receipt of the notice of denial or adverse action. The written request shall describe the action being appealed.

The State agency will provide full administrative reviews for all denials of vendor applications and for imposed adverse actions. A Vendor or applicant must fully comply with all appeal processes or forfeit appeal rights.

The Vendor may submit a written request for an abbreviated administrative review when the State agency has terminated the vendor contract because of a change in vendor ownership. The request must be received by the State agency within 15 days of the receipt of notice by the Vendor.

Vendor May Not Appeal

The Vendor or applicant does not have the right to appeal the following actions:

1. Expiration of the vendor agreement.
2. Disqualification of a Vendor as a result of disqualification from the Food Stamp Program.
3. Validity of the State agency's participant access criteria and determinations.

4. The State agency's determination of whether or not a Vendor had an effective policy to prevent trafficking.
5. The State agency's determination whether or not the ownership was not aware of, did not approve of, and was not involved in the violation.
6. Denial of authorization based on state procurement procedures.
7. Disputes regarding food instrument payments and vendor claims.

Written Notice

The State agency shall provide a Vendor with written notification of an adverse action at least 15 days prior to the effective date of the action. The written notice will include:

1. The cause or causes for the action.
2. The effective date of the action.
3. The right to appeal the adverse action.

When the State agency sends a notice of an adverse action as a result of a conviction for trafficking in food instruments, including selling firearms, ammunition, explosives, or controlled substances in exchange for food instruments, the effective date of the adverse action is the date the notice is received by the Vendor.

The State agency may postpone, at its discretion, the effective date of an adverse action until the decision of a hearing is rendered. Appealing an adverse action does not relieve a Vendor permitted to continue participating in the program while an appeal is pending from the obligation of continued compliance with the terms of all written agreements or contracts with the State agency.

Appeal Information

The State agency will provide the Vendor the following information pertinent to the appeal:

1. No less than ten (10) days advance notice of the time and place for the hearing.
2. The opportunity to reschedule the hearing one time.
3. The opportunity to review all written case records prior to the hearing which relate to the denial of authorization or adverse action, within the limits of 7 CFR 246.26(e).
4. The opportunity to be represented by counsel if desired.
5. The opportunity to call witnesses.
6. The opportunity to confront and cross-examine adverse witnesses. When it is necessary to protect the identity of State agency staff or contractors, such examination shall be conducted behind a protective screen or other device.

The State agency will provide an impartial decision-maker who will preside over an administrative hearing and submit a written decision to the State agency. The decision will be based solely on whether the State agency has correctly applied federal and state statutes, regulations, rules, policies, and procedures governing the WIC program according to the evidence presented at the hearing.

Abbreviated	For abbreviated administrative review, a decision-maker will render a written decision
Review	based solely on whether the State agency has correctly applied federal and state statutes, regulations, rules, policies, and procedures governing the program according to the evidence presented at the hearing. The decision-maker will be someone other than the person who rendered the initial decision on the action.
Final Decision	<p>The State agency will provide the Vendor or applicant with a written notification of the final decision within 90 days from the date of receipt of the Vendor's or applicant's request for a hearing. The timeframe is only an administrative requirement for the State agency and does not provide a basis for overturning the State agency's adverse action if a decision is not made within the specified timeframe.</p> <p>The State agency is not responsible for losses incurred by the Vendor as a result of disqualification and/or denial of an application to participate</p> <p>If the administrative hearing results in a final decision adverse to the Vendor, the appellant may seek judicial review of the decision to the extent authorized by law.</p>

Food Price List and Stocking Survey

Policy

By signing the *WIC Vendor Authorization Contract*, the Vendor agrees to submit to the Department, on the appropriate form, current shelf prices and quantities for WIC approved foods quarterly or as requested.

The Vendor is responsible for completing the *Food Price List and Stocking Survey* in its entirety and returning it to the Department or its designee within the timeframes given.

Use

The information obtained from *Food Price List and Stocking Survey* is used to calculate statewide average prices, which in turn are used:

1. To determine each store's package prices. Vendors that are found to be above the allowed variance from the statewide average package prices are notified of the results. Vendors whose package prices are more than the allowed variance of the statewide average package prices during two quarters of the past twelve (12) months are subject to contract termination.
2. To set food instrument price limits.
3. To compare to Vendor's charges/billings on food instruments.
4. To determine appropriate billings during Department food instrument review.
5. To project Program food expenditures for budgeting purposes.

The information is also used:

1. To determine whether each Vendor is meeting minimum quantity and variety.
2. To determine availability of a nutritionally qualified food being considered for
3. Missouri WIC approval. This is why Vendors may notice that not all of the foods on the Food Price List and Stocking Survey are currently WIC approved. The Vendor must not use the Food Price List and Stocking Survey as a WIC approved food list.

Inadequate Participant Access

Overview

At the Department's discretion, a Vendor may be authorized outside of the normal authorization process when a situation of *inadequate participant access* arises. Participant access determinations shall be made by, and are solely at the discretion of, the Department.

If the Department determines that WIC Program disqualification of Vendor due to Food Stamp Program (FSP) disqualification would result in inadequate WIC Program participant access to WIC foods, the Department will assess a Civil Money Penalty (CMP) in lieu of disqualification. A CMP will not be issued in

lieu of disqualification for a third or subsequent sanction. This disqualification is not subject to administrative or judicial review under the WIC Program.

Situations causing *inadequate participant access* may be the result of, but are not limited to:

- The disqualification of a contracted Vendor.
- Change of ownership or location of a contracted Vendor.
- Disaster or other cause for the loss of, or access to, a contracted Vendor.

In urban areas, where public transportation is available, participant access will be considered inadequate if any of the following conditions apply:

- A Vendor density of less than one per 500 participants.
- Participants must travel more than an average of one mile to a Vendor.
- Other conditions exist which makes a Vendor within a mile difficult for participants to access.

In rural areas (non-class 1 counties), participant access will be considered inadequate if any of the following conditions apply:

- There are less than two Vendors in the county.
- Participants must travel more than an average of ten (10) miles to a Vendor.
- Other conditions exist which makes a Vendor within ten miles difficult for participants to access.

The Department may declare a situation of inadequate participant access to:

- Accommodate special populations (e.g., migrant workers and their families).
- Respond to disasters.
- In response to sudden or unexpected population changes to meet the public health mission of the Department and the Program.

Program Abuse

Prosecution/Fines

A Vendor committing fraud or abuse of the WIC Program is liable to prosecution under applicable federal, state or local laws. A Vendor which has willfully misapplied, stolen, or fraudulently obtained WIC Program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both [7 CFR 246.12(h)(3)(x)].

Disqualification

The Regulations provide for mandatory sanctions up to and including disqualification. Disqualification from the WIC Program may result in disqualification from the Food Stamp Program (FSP). Such disqualification may not be subject to administrative or judicial review under the FSP.

The Department shall disqualify a Vendor for Program abuse. The Department will give Vendor fifteen (15) days notice before imposing a sanction, except for certain mandatory sanctions, which are required by Regulations to take immediate effect upon receipt of notice by Vendor. Vendor has a right to appeal disqualification or other adverse action that affects Vendor participation in the

WIC Program unless otherwise stated or restricted by the Regulations [7 CFR 246.18].

Claims

Non-payment of claims for improperly transacted food instruments or overcharges will result in Contract suspension, with fifteen (15) days notice, until the Department receives payment in full. The Department may, at its discretion, establish a repayment schedule for a Vendor. No repayment schedule will be offered if intent to defraud or lack of business integrity has been established.

The Department may disqualify Vendor if Vendor has an imposed FSP CMP in lieu of disqualification due to an FSP determination of FSP participant hardship. A WIC Program disqualification due to a FSP CMP shall correspond to the period for which Vendor would otherwise have been disqualified in the FSP.

Vendor Violations

Violations

Violations of WIC Program policies by Vendors are categorized as Class “A”, “B”, “C”, or “D” Violations. The WIC Program is not required to give Vendor prior warning that violations were occurring before imposing sanctions. Class “A” and “B” Violations are subject to mandatory federal sanctions as defined in 7 CFR 246.12 and shall constitute grounds for disqualification from the WIC Program for a minimum of one (1) year and up to permanent disqualification. The Department shall not accept voluntary withdrawal of Vendor from the WIC Program as an alternative to disqualification for Class “A” and Class “B” Violations. Disqualification shall be entered on the record. Non-renewal of this Contract shall not be used by the Department as an alternative to disqualification. (See copy of contract in Appendix A, 22.1 thru 22.7 and Violations 22 thru 32).

Multiple Violations

For multiple violations found during a single investigation the Department shall disqualify Vendor based on the most serious violation. However, all violations will be included in the notice of action. If a mandatory sanction (Violations “A” or “B”) is not upheld in an administrative hearing, the Department will impose a sanction for the next most serious violation listed in the notice of action. (See copy of contract in Appendix A for a listing of violations.)

Vendor Fines

The Department will assess the Vendor fines for the different classes of contract violations. These fines will be paid to the Department as part of the required corrective action. Failure to pay the fines levied may result in further sanctions and/or disqualification from the WIC program.

Class “B” Violation

For a single Class “B” Violation, #4 through #9, Vendor may be given a written notice of violation. When written notice is given, Vendor will receive a one hundred-dollar (100) fine, and must establish a corrective action plan.

Class “C” Violation

For the first occurrence of a Class “C” Violation, Vendor will be given a written notice of violation, receive a fifty-dollar (50) fine, and must establish a corrective action plan. Failure to comply with the established corrective action plan will require Vendor to attend a mandatory training.

For the second occurrence of a Class “C” Violation within one (1) year of the first violation, Vendor will receive a one hundred-dollar (100) fine and must establish a corrective action plan that includes Vendor attendance at a mandatory training.

**Class “D”
Violation**

For the first occurrence of Class “D” Violations, during the course of a single investigation, Vendor will be given a written notice of violation, receive a fifty-dollar (50) fine and must establish a corrective action plan. Failure to comply with the established corrective action plan will result in Vendor attendance at a mandatory training.

For the second occurrence of Class “D” Violations, during the course of a single investigation within one (1) year of the first violation, Vendor shall receive a one hundred-dollar (100) fine and must establish a corrective action plan which will include Vendor attendance at a mandatory training

Additional Fines

The Department will assess Vendor a fine of fifty dollars (50) for any month in which returned food instruments exceed twenty-five (25) and a fine of fifty dollars (50) for each error (#33 through #41 of the contract) found during a covert investigation.

**Civil Money
Penalty (CMP)**

The Department will assess Vendor a CMP in lieu of disqualification only if the disqualification would result in inadequate participant access as defined by the Department. Ten (10) percent of Vendor’s average monthly WIC redemptions multiplied by the number of months Vendor would have been disqualified will determine the CMP. Vendor’s monthly WIC redemption for the previous six (6) months will be used to determine the average monthly WIC redemption. For each violation that warrants permanent disqualification, the amount of the CMP shall be \$25,000. may impose a CMP for each violation. The total amount of CMP for violations found, as part of a single investigation shall not exceed \$50,000. Amounts are subject to If during the course of a single investigation Vendor commits multiple violations, the Department change in future revisions to the Regulations.

**Failure to pay
a fine and/or
Civil Money
Penalty.**

If Vendor does not pay or partially pays a fine and/or CMP within the specified time frames, the Department will disqualify Vendor for the length of the disqualification corresponding to the class of violation for which the fine and/or CMP was assessed in lieu of disqualification.

End of Section II: Vendor Authorization

SECTION III: TRAINING/CHECKOUT PROCEDURES

Overview

Vendors are essential to the success of the Missouri WIC Program in improving the nutrition and health status of women, infants and children. The Vendor's role in the Program is to provide WIC customers with only those foods issued on the food instrument (as specified) or on the WIC approved food list, in the specified quantity, brand, size and type. This serves to provide participants with the specific nutrients they need and reinforces the nutrition education they have received. A copy of the *WIC Procedures for Cashiers* is located in Appendix B. Vendors may make copies as needed.

Vendor Training

Annual Training Policy

By signing the *WIC Vendor Authorization Contract*, Vendors agree to accept training and instruction annually on the WIC Program from the Department or its designee. At least one representative of the Vendor must participate in training annually. Training may include, but is not limited to: all initial evaluations for new *WIC Vendor Authorization Contracts*, required scheduled Vendor training, follow-up of compliance-buy purchases that do not result in disqualification, any noncompliance with the Vendor agreement; monitoring visits or audits, and educational buys.

New Vendor Training

Every Vendor applicant must attend a new Vendor training session held in Jefferson City before a *WIC Vendor Authorization Contract* will be issued.

Mandatory Training

Vendors are required to attend mandatory training if they have a first occurrence of a Class "B" violation or a second occurrence of a Class "C" or "D" Violation, or have failed to submit the required corrective action plan for a Class "C" or "D" Violation. All mandatory training sessions will be held at the Department's Jefferson City office. Vendors failing to attend the required session will receive further sanctions up to disqualification from the program and /or a CMP.

Employee Training

Policy

By signing the *WIC Vendor Authorization Contract*, Vendors agree to be accountable for all actions of employees involved in the WIC transaction, and the handling of WIC food instruments.

Specifically, it is the responsibility of the store manager to ensure all employees handling WIC transactions (stocking, food instrument redemption and bookkeeping) are properly trained on program requirements.

Documentation

It is strongly recommended that Vendors keep documentation of training for each employee trained to handle WIC transactions. A copy of the *Vendor Training Documentation*, (WIC-22) form used by the Department to document training sessions is in Appendix C. This form may be copied and used by Vendors as documentation for each employee trained.

Management Information for Cashier Training Preparation

Food Instrument Food instruments in the form of checks are issued to participants for up to two (2) months at a time. They contain a prescription for those supplemental foods specifically intended for the participant. WIC customers may use their checks at any authorized WIC Vendor in Missouri.

There are two colors of checks, green on-line computer-printed checks and maroon off-line computer-printed checks. All Vendors shall accept both colors of checks as valid payment for the WIC transaction.

- On-line computer printed checks are generated by a centralized computer system and printed by the local WIC provider.
- Off-line computer printed checks are generally used in emergencies, when the communication line to the centralized computer system is not available. Information is printed by a secured local WIC provider computer on a different color check. The check is a different color to help the local WIC provider with check inventory control and accountability. The WIC Vendor must accept and process these checks in the same manner as the more commonly issued on-line (green) checks.

Instructions for Proper Completion of Food Instrument at the Store

1. **VENDOR STAMP** – This is where you will stamp your Vendor ID – clearly – *in black ink only*.
2. **SIGNATURE** – The participant/proxy signature must be obtained here (black or blue ink preferred).
3. **MUST NOT EXCEED** – This is the maximum amount that will be paid by the WIC Program.
4. **PAY EXACTLY** – Your cashier will fill in the purchase amount here (black or blue ink preferred). This amount will be edited against the “MUST NOT EXCEED” amount shown in the box above. An amount shown as redeemed at a higher amount will be rejected by the system.* There must be no alteration to this amount other than a single strikethrough and the correct amount written in above the wrong amount along with the cashier’s initials. *Refer to Section 4 of this manual for information on how to request reimbursement of a food instrument that exceeds the maximum amount.
5. **FIRST DATE TO USE** – The date that the check is redeemed must be on or after this date. There must be no alteration to this date.
6. **DATE USED** – As cashiers enter this date, (black or blue ink preferred) they must check to make sure it is on or after the “FIRST DATE TO USE” (above) and that it is before or on the “LAST DATE TO USE” (below).
7. **LAST DATE TO USE** – This is the last date that the participant is authorized to redeem this food instrument. You must deposit the check within twenty-five (25) days of this date or the check will be returned to you as “Stale Dated”. There must be no alteration to this date.
8. **LOCAL AGENCY-ISSUER** – The Local Agency/Issuer identification information must be present in these blocks.
9. **FOOD PRESCRIPTION** – There must be no obvious alteration to these items or quantities. Special milks and formulas will be hand written if the prescription is prefaced by the typed letters SF or SM. For example, Human Milk Fortifier would be SF (hand written item) .

**Participant
Identification
Folder**

The *WIC Participant Identification Folder* must be presented to the cashier when food instruments are presented. If the cashier does not see the folder, he/she should politely ask the WIC customer if they have it with them.

If the WIC customer **does not** have the folder with them, the transaction cannot be completed. Give the food instrument(s) back to the WIC customer and refer them to the local WIC provider.

NO PARTICIPANT IDENTIFICATION FOLDER = NO REDEMPTION.

The person presenting the food instruments for redemption must be authorized to do so. Signatures of those persons authorized to redeem food instruments will appear on the *WIC Participant Identification Folder*. Each folder may have up to three signatures on it. If the person presenting the food instruments for redemption has the *WIC Participant Identification Folder* but his/her signature is not on it, the transaction is over. Give the food instrument back to the WIC customer and refer them back to the local WIC provider.

**Two or More
Food Instruments**

When two or more food instruments are presented for redemption, each must be handled as a separate transaction, so that a separate receipt is generated for each.

**Filling the Food
Prescription**

By signing the *WIC Vendor Authorization Contract*, the Vendor agrees to provide only WIC approved foods issued on the food instrument in the specified quantities. The Vendor must allow the purchase of the full amount of WIC food issued on the food instrument. The Vendor must allow all approved foods on the food instrument and in quantities no more than those shown on the food instrument. If the customer purchases allowable food in the quantities allowed and the amount of the purchase still exceeds the maximum amount of the check, send this food instrument to the state WIC office with a Approval Request for Non-Paid WIC Check (WIC-77) form, the cash register receipt, and any written explanation needed (See Appendix F). If the state WIC office verifies the entire transaction was correct, the check will be approved for the total amount redeemed.

Each food item presented for redemption must be verified to ensure it is the correct food item. Failure to check each food item can result in a loss of income for the Vendor.

No substitutions or exchanges are allowed at any time for any food item prescribed on a food instrument. Do not issue rain checks, credit slips, due bills or any other similar type billing when a food issued on a food instrument is not available.

Note: If the store is completely out of a food item or does not have the entire quantity of a food item issued on the food instrument, the WIC customer may choose not to continue the transaction, otherwise the WIC customer forfeits the

specific food item entirely or forfeits the remaining quantity. The WIC customer must be given the choice.

EXCEPTION: Infant formula - If a food instrument is presented for infant formula and the Vendor does not have the entire quantity issued on the food instrument, a *Partial WIC Formula Redemption Form WIC 21* may be used (located in Appendix H). **This form is to be used only in an emergency, for formula ONLY, if the customer cannot travel to another store or return later.**

Partial WIC Formula Redemption Form This form is not a substitution, rain check, credit slip or due bill. Because infants are considered to be at a higher nutritional risk, the *Partial WIC Formula Redemption Form* was developed to provide necessary formula in a timely manner. This form allows the WIC customer to redeem the food instrument for the formula the Vendor has on hand, without forfeiting the remaining quantity. Excessive use of this form will be considered a contract violation. The vendor must never change the WIC food instrument for formula not purchased.

Supply The *Partial WIC Formula Redemption Form* is available from the Department. The Vendors may request a copy of this form by calling 800-392-8209 or faxing a copy of the *WIC Store Order Request*, WIC-5 located in Appendix H. Vendors may copy this form as needed.

Completing the Form All of the information needed to properly complete this form is found on the face of the food instrument or the register receipt.

Verifying the Food Instrument BEFORE scanning the foods or writing on the food instrument, be sure to verify that the food instrument is valid.

- a. Is today's date within the "FIRST DATE TO USE" and "LAST DATE TO USE"?
 - If not, the food instrument is not valid. Cashiers may ask the WIC customers if they have a food instrument that has the correct dates for use today. If not, the transaction is over. Give the food instrument back to the WIC customer and refer them to the local WIC provider.
- b. Was the food instrument fully completed by the WIC provider?
 - It is the local WIC provider's responsibility to properly complete the food instrument. Specifically the "AGENCY NUMBER", "CHECK NUMBER", "DO NOT EXCEED LIMIT", "PARTICIPANT NUMBER", "PARTICIPANT NAME", "PROG CODE", "FOOD PKG CODE", "FIRST DATE TO USE", "LAST DATE TO USE"; as well as, the "FOOD", "SIZE" and "ISSUED" block. All areas must be computer generated. The only exception to this is in the food prescription area of the check. Here there may be a hand written item in an area designated by either SF _____ or SM _____.

- If any of this information is incomplete, the transaction is over. Give the food instrument back to the WIC customer and refer them back to the local WIC provider.
- c. Is the food instrument free from alteration?
 - Look at the food instrument carefully to be sure it has not been altered in any way. Look for items such as whiteout, add-ons, written over items, etc.
 - If a food instrument appears to have been altered, the transaction is over. Circle those areas that appear to be altered, write “refused” and the store’s vendor number on it. Then give the food instrument back to the WIC customer and refer them back to the local WIC provider.
- d. Is each food being presented issued on the food instrument?
 - Cashiers may ask WIC customers to separate their WIC foods from all other items they are purchasing on their own. If a food is not issued on the food instrument, it must not be added to the WIC transaction.
- e. Is each food WIC approved, in the approved type, size, and brand?
 - It is strongly recommended that each cash register be equipped with the current *WIC Approved Food List* to assist in this process. Be sure to check each food, to ensure it is the specific brand, type and size approved for what is prescribed on the food instrument.
- f. Are the quantities less than or equal to what is issued on the food instrument?
 - WIC customers are not required to purchase all of the items issued on the food instrument, nor are they required to take the full quantity of what is issued. However, the quantity of food purchased must not exceed the amount prescribed on the food instrument.
 - Was the check over the maximum amount listed on the check. If so, are the food items rang up actually approved WIC food items, and are the size and quantity of the food items rang up the same as those listed on the food instrument? If not, edit the transaction before finalizing.

Scan the Foods

By signing the *WIC Vendor Authorization Contract*, the Vendor agrees to:

- a. Scan or ring all foods and all applicable sale prices
 - WIC customers must be charged the same price, or less, than is charged to non-WIC customers.
 - Offer WIC customers the same courtesies as offered to other customers, including but not limited to, in-store promotions.
- b. Deduct any coupons presented by the WIC customer
 - When presented, “cents off” discount coupons must be accepted. Simply deduct the value assigned as you would any coupon for non-WIC customers.

Note: If a Vendor's registers are automatically programmed to add tax to a coupon, the Department will reimburse for the amount of tax on the coupon ONLY, however, the coupon must appear on the receipt.

- c. Total the sale without tax
 - Do not charge sales tax on any WIC transaction.
 - Do not have WIC customers sign a tax exemption letter or form for any WIC transaction. The Missouri WIC Program is not subject to Missouri Sales and Use Tax for any WIC transaction.
- d. No cash is to exchange hands
 - Do not transfer cash in the form of change to the WIC customer.
 - Do not charge the WIC customer cash or credit for the food items covered by the food instrument.
 - Do not charge the WIC customer for any amount over the "MAXIMUM PURCHASE PRICE MUST NOT EXCEED" limit.
 - Do not give the WIC customer any money back if the total is less than the "MAXIMUM PURCHASE PRICE MUST NOT EXCEED" limit.
 - Do not allow WIC customers to exchange any WIC foods for cash refund, merchandise or other food items. When there is a food safety issue or recall for a product other than formula, exchanges should be made whenever possible. When exchange is not possible, contact the Department for appropriate instructions. If you receive a recall notice on formula, contact the Department for appropriate instructions.

Completing the Food Instrument

Before the WIC customer signs the food instrument, the cashier must complete the "DATE" (date of the sale) and "PAY EXACTLY AMOUNT" (total on the receipt) fields.

Obtain the customer signature *after* the cashier enters the "DATE" and "PAY EXACTLY AMOUNT". No pre-signed food instruments are to be accepted.

- a. Compare the WIC customer's signature to the signatures on the *WIC Participant Identification Folder*. The name and the script must be the same as one of the signatures on the *WIC Participant Identification Folder*.
 - 1. After signing the first time, if the name is the same but the signature does not match, have the WIC customer sign the food instrument again. Recheck the signature with the *WIC Participant Identification Folder* again.
 - 2. After signing a second time, if the signatures still do not match, do not accept the food instrument. The transaction is over. Do not allow the WIC customer to leave with any of the food items. Give the food instrument back to the WIC customer and refer them back to the local WIC provider.

- b. The register receipt and food instrument should be placed in the register or cash drawer. Do not attach the receipt to the food instrument. Vendors are required to retain the register receipt for the current Contract period, for audit purposes. Do not give the receipt to the WIC customer.*

*The receipts **must** be made available to WIC staff or its representatives, when requested. If receipts are retained at a location other than the Vendor site (corporate office or bookkeeper's office), it is the duty of the Vendor to deliver the receipts within one hour to the WIC staff when requested.

The Vendor will not be paid for any food instruments submitted without the WIC customer's signature.

Preparing Food Instrument for Deposit

In preparing each check for deposit the following steps should be followed:

- a. Review for completeness.
 1. Check for participant signature.
 2. Check for amount of sale.
 3. Check for date of sale.
- b. Stamp check with vendor ID stamp.

Vendor Stamp Replacement

Vendor ID stamp is to be used with black ink. Replacement stamps may be ordered from the Departments contracted banking service provider at the Vendors expense. To order a new stamp, make a copy of the form in Appendix I, complete the form and send to the address indicated on the form. **Notify the Department immediately if stamps are lost or stolen.**

Vendor Complaints

Policy

The Department is interested in hearing about specific problems, concerns or suggestions Vendors may have with WIC transactions, including WIC customers, food instruments and local WIC providers.

Procedure

A Vendor may write a letter or submit a copy of the *Vendor Concern* form with any problems, concerns or suggestions to the Department or local WIC provider (See Appendix E). Vendors can copy this form as needed.

Follow-Up

WIC participants are educated by the local WIC provider regarding WIC approved foods and correct food instrument redemption procedures. Complaints against WIC customers are handled by the local WIC provider with oversight by the state. Complaints are discussed with the participants involved and correct procedures are re-emphasized. WIC participants may be sanctioned and/or penalized for violations of WIC Program rules.

End on Section III: Training/Checkout Procedures

SECTION IV: VENDOR PAYMENT

The Department will make payment to the Vendor upon receipt of validly transacted and redeemed food instruments for food costs incurred in providing WIC approved foods to WIC customers.

The Department shall deny payment, either partially or fully, to Vendor for improperly transacted or redeemed food instruments; or may establish a claim for payments already made on improperly transacted food instruments; or may offset future payments for the claim. The Department has the right to demand refunds for charges of more than Vendor's actual selling price and shall deny payment to the Vendor for more than the price limitations of the food instrument. The Department will provide the Vendor with an opportunity to justify or correct a claim, a demand for refund, or a denial of payment for fatal or non-fatal food instrument errors.

Timeframe

By signing the *WIC Vendor Authorization Contract*, the Vendor agrees to submit food instruments for payment within sixty (60) days from the "FIRST DATE TO USE". The Department shall have no obligation to pay any food instrument submitted outside of this timeframe.

Food Instrument Review

Policy

Prior to deposit, Vendors must review all food instruments for possible errors prior to submitting them for payment. By doing so, errors may be detected and possibly corrected. Checks with errors will be rejected by the banking contractor. The Vendor may incur banking charges for these. The Department cannot reimburse the Vendors for such charges.

What to Review

Food instruments should be reviewed for completeness, legibility, dates and the WIC customer signature. The register receipt should also be reviewed to ensure that the correct foods have been provided.

Correcting Errors

Policy

In some cases, Vendors may correct errors detected after the WIC transaction has been completed. Regardless of the error, NEVER FALSIFY A REGISTER RECEIPT OR WIC CUSTOMER SIGNATURE, this is considered FRAUD.

Incorrect, Excessive or Unissued Food Items

When the reviewer finds a non-WIC approved food item, a quantity of a WIC approved food item that is in excess of what was prescribed, or redemption of a food item that was not prescribed, the food instrument may be corrected using the following steps:

1. On the original register receipt:
 - a. Circle the food item.
 - b. Mark through the receipt total, with one line, so that it is still legible.
 - c. Subtract the amount of the error from the original total.
 - d. Write the corrected total redeemed amount under the lined-out original.
 - e. Initial the change.

2. On the food instrument:
 - a. Mark through the “PAY EXACTLY AMOUNT”, with one line, so that it is still legible.
 - b. Write the corrected amount above the lined-out original.
 - c. Initial the change.

Missing Signature If a Vendor fails to get the WIC customer’s signature, the food instrument will not be paid.

Follow-up In addition to correcting errors on paper, it is critical that immediate follow-up training be completed with store personnel. Follow-up training with the cashier and/or other store personnel involved in the transaction must be done to prevent future occurrences, thus saving the Vendor money and protecting the Vendor's record with the Department.

Payment Inquiry and Reconsideration Requests

Inquiries All payment inquiries regarding specific food instruments must be submitted in writing by mail. Telephone inquiries of this type will not be researched. Telephone requests for general information are welcomed. The Department is building a list of frequently asked questions on the WIC program’s home page.

Approval Request For For Vendors who believe a payment denial has been made incorrectly, or believe there is a justifiable reason why payment should be made, the Department may consider

Non-Paid WIC payment approval with valid justification. A Vendor must submit a written payment

Checks Form reconsideration request to the Department within sixty (60) days of the “FIRST DATE TO USE” printed on the check. Remember to always keep a photocopy of all items being mailed, including the front and back of the check (See Appendix F).

Reconsideration requests must include:

1. Vendor stamp, dated mailed, check number, complete store name with address, contact name and a phone number.
2. A brief explanation on the form describing the circumstances, the reason why payment should be reconsidered, and what steps have been taken to prevent problem(s) in the future. One completed form must be prepared for each check approval requested.
3. The original check with the denial/rejection stamp and the original receipt for the transaction must be included.
4. A corrective action plan demonstrating to the Department how the problem(s) will be prevented in the future.

Approval/Denial Consideration will be given to the documentation submitted. Incomplete appeal forms or appeals that do not include the check and the receipt will be denied.

- If the appeal is approved, the WIC Program will place an “Approved – Re-deposit” stamp on the face of the check and return it to the Vendor for re-deposit.
- If the appeal is denied, the WIC Program will place a “Denied. Do Not Re-deposit” stamp on the face of the check and return it to the Vendor.

WIC Banking Contractor

The WIC Program’s banking contractor will return improperly transacted or redeemed checks to the store’s bank.. WIC check errors are sorted into two types, non-fatal and fatal. Non-fatal errors may be corrected on the first rejection and re-deposited by the store. Fatal errors must be corrected and appealed directly to the WIC Program on the appropriate form before they are re-deposited.

When a check is returned to the store it will have at least one error stamp on it. The error stamp messages are listed below. Each stamp is numbered and the resolution steps are listed following a bullet point for non-fatal reject reasons.

Non-Fatal Reject Reasons

Checks that are returned for the following reasons may be corrected by the Vendor and re-deposited, as long as it is not more than sixty (60) days from the “First Date to Use”, printed on the check:

1. DOLLAR AMOUNT MISSING:
 - Vendor should correct and re-deposit. The WIC Program will not correct this.
2. MISSING/ILLEGIBLE VENDOR NUMBER
 - WIC food instruments without a WIC Vendor stamp or with an illegible WIC Vendor stamp.

Fatal Reject Reasons

A check has a fatal error if it is returned with a “Do Not Re-Deposit” stamp. In the case where you know that a check was improperly redeemed, but there are extenuating circumstances, you may send the check to the Missouri WIC offices in Jefferson City, on the Approval Request for Non-Paid WIC Checks form (WIC-77) you must include the check and original receipt. This procedure is for the extremely rare situation where there is a valid reason that the check was taken. This is not a guarantee that the check will be approved (See Appendix F for the form).

1. TAKEN EARLY
 - WIC food instruments accepted before the “FIRST DATE TO USE”.
2. DATE REDEEMED NOT RECORDED
 - WIC food instruments without a date redeemed.
3. OVER CHECK LIMIT
 - WIC food instruments redeemed for more than the “MAXIMUM PURCHASE PRICE-DO NOT EXCEED”.

4. APPROVED-RE-DEPOSIT - BUT MORE THAN 120 DAYS AFTER “FIRST DATE TO USE”.
 - The food instruments with a Department “approved-re-deposit” stamp submitted for payment more than 120 days after the “FIRST DATE TO USE”.
5. ALTERED – DO NOT RE-DEPOSIT
 - An obvious alteration to the food prescription, amount, “First Date to Use” or “Last Date to Use”
6. MISSING SIGNATURE – DO NOT RE-DEPOSIT
 - No participant or proxy signature present.
7. PREVIOUSLY PRESENTED – DO NOT RE-DEPOSIT
 - The WIC check has already been presented and fatally rejected.
8. LATE DEPOSIT – DO NOT RE-DEPOSIT
 - Retailer deposited the WIC check more than sixty (60) days from the “FIRST DATE TO USE” or transacted check after “LAST DATE TO USE”.
9. AGENCY NUMBER MISSING – DO NOT RE-DEPOSIT
 - Local agency information is missing from the WIC check.
10. STOP PAYMENT – DO NOT RE-DEPOSIT
 - The WIC check has been marked as “Stop Pay”.
11. INVALID VENDOR NUMBER
 - The retailer identification number or the retailer stamp is invalid.

**Checks
Submitted
Twice**

If checks are presented for payment (deposited), twice without being properly corrected (where permitted), or without an approval stamp from the WIC Program on the second presentment, no further appeal will be permitted. This complies with the Federal Reserve’s banking regulations. **The WIC Program cannot change this rule.**

Banking Fees

Many financial institutions charge their customers for items that are returned and charged back to the accounts. If your bank assesses a charge for this, it is between you and your bank. The WIC Vendor Authorization Contract states that you will assure that each WIC check:

1. Is signed.
2. Is redeemed in the proper timeframe.
3. Does not exceed the “MAXIMUM PURCHASE PRICE” printed on the check.

Vendors may not recover bank charges from the Missouri WIC Program, or from WIC Participants or their proxies.

**Returned
Checks**

Vendors should notify their bank that rejected checks must be returned to the store, without delay, for possible correction. If the bank does not do this and automatically re-deposits rejected checks they will be rejected again and voided.

**Additional
Vendor
Information**

Vendors may not seek reimbursement of money or return of food from WIC participants for any rejected check.

The Missouri WIC Program cannot pay WIC checks from other states.

Banking regulations prohibit a third presentment for payment through the clearing bank.

The Missouri WIC Program has the right to modify payment, to assess a claim, or to charge a fine for WIC food instruments transacted for unauthorized foods, other items, or with sales tax charged.

The Missouri WIC Program may deny payment to the Vendor for improperly redeemed checks or may require refunds for payments already made on improperly redeemed checks.

End of Section IV: Vendor Payment

SECTION V: VENDOR COMPLIANCE

Overview

The Department has systems to detect Vendors who commit violations or defraud the Program. These systems also enable the Department to identify those vendors who, knowingly or unknowingly, violate federal regulations, Program policies and procedures, and/or the terms of the *WIC Vendor Authorization Contract*. In order to ensure Program integrity, it is necessary to impose sanctions consistently against Vendors who are in violation.

The Vendor shall comply with the nondiscrimination provisions of Departmental regulations (7 CFR parts 15, 15a, and 15b). No person shall be subject to discrimination on the basis of race, color, national origin, sex, age, or disability. The Vendor shall comply with the nondiscrimination provisions of Governors Executive Order #87-6 and all other State laws. No person shall be subject to discrimination on the basis of religion or political affiliation.

Since this Contract is federally funded the Vendor shall abide by the provisions of Appendix B 45 CFR Part 76, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction which is incorporated herein as if fully set out.

Vendor Monitoring

Policy

By signing the *WIC Vendor Authorization Contract*, the Vendor agrees that the Department or its designee may monitor the Vendor for compliance.

During the course of a monitoring review the Vendor shall provide access to all redeemed food instruments that have not been submitted for payment, receipts for food instruments submitted for payment, purchase orders and/or invoices for WIC approved foods, shelf price records, and all retail and storage areas.

In addition to the routine monitor procedures outlined below, the Department shall perform covert investigations of Vendors to detect possible cases of fraud or abuse of the Program.

Signs

Vendors must post a WIC authorization sign at each customer entry door. All WIC approved food items must be identified with a “WIC Approved” tag on the shelf and have the price displayed for each food item.

Routine Monitoring Procedure

Routine Vendor monitoring may consist of, but not be vendor limited to, the following:

1. Verify the name, address and number of the Vendor.

2. Conduct an educational purchase of WIC foods to observe redemption procedures and potential problems. (This procedure may be omitted if an actual WIC transaction is observed and documented by the monitor staff.) The monitor may select WIC approved and non-approved items and observe the cashier's reaction and response when they are placed before him/her. The monitor will observe and document the order in which the redemption activity transpires. The monitor will evaluate the redemption process and advise the cashier and person in charge of both positive and negative aspects of the transaction. All parties will void the transaction and returned the foods to the store shelves. The monitor will retain the sales receipt and the food instrument used.
3. Check all redeemed food instruments currently in the possession of the Vendor, both from all registers and from the office of the store. Monitors have the right to void improperly transacted food instruments on the spot and retain those food instruments for submission to the Department. In these instances, the Vendor will not be paid for those food instruments. Receipts for food instruments already processed for payment will be reviewed. Errors detected will result in the Department making a claim against the Vendor.
4. An inspection of the sanitary condition of the produce, frozen foods, dairy and egg cases and general cleanliness of the store. For questionable stores, a referral will be made to the local public health agency for a more complete inspection. If questionable conditions are found during a routine monitor, the Department will require the Vendor to provide a sanitation report to confirm corrections have been made.
5. Ensure that the packaging of all WIC approved food is in good condition and protects the integrity of the contents, so that the food is not exposed to adulteration or potential contaminants. Assure that WIC approved food is within the date imprinted on the product packaging by the product's manufacturer or packager.
6. Verify prices, selection and quantities of WIC approved foods.
7. Review the Vendor's inventory records and purchase orders of WIC approved foods.
8. Discuss special concerns of the Vendor, either answering the concerns directly or forwarding them to the Department for response.
9. Discuss with the Vendor known problems or previous concerns expressed to the local WIC providers or the Department via WIC customer complaints, etc.
10. Discuss all findings with the manager or designee. This discussion shall serve as an exit interview. The monitor will obtain the printed name and signature of manager or designee before leaving the store.
11. The Department will review the monitoring report and send a letter to the Vendor detailing the Contract violations or no violations, and the plan of correction to correct any violations. The Vendor will be required to fulfill the correction action plan identified in the letter.

12. Follow-up will occur to ensure corrective action has taken place. Further follow up will occur as indicated and necessary.

End of Section V: Vendor Compliance

SECTION VI: WIC APPROVED FOODS

Overview Because WIC foods are specifically chosen to help reduce complications of pregnancy due to poor nutrition and to promote the healthiest possible birth, growth and development of infants and children, the Vendor's role in ensuring WIC customers receive only those foods prescribed on the WIC food instrument is critical. By signing the Contract the Vendor agrees to maintain a minimum stock (quantity and variety) of the current WIC approved foods on the store shelves at all times.

WIC Foods A complete printed brand list is provided in Appendix G. The Department will provide an updated brand list to the Vendors at least thirty (30) days prior to the expiration of the previous list.

Minimum Stock This section also lists the minimum stock requirement of WIC approved foods. By signing the *WIC Vendor Authorization Contract*, Vendors agree to maintain the minimum stock requirement of WIC approved foods in the store at all times.

By signing the *WIC Vendor Authorization Contract*, Vendors agree to maintain adequate inventory records (invoices and purchase orders) to verify billings made for all WIC food items purchased at any time during the current contract year, and for the previous three years if a *WIC Vendor Authorization Contract* was then in effect. This must include, but is not limited to, inventory records required for Federal tax reporting purposes.

Infant Cereal

Target Nutrients Iron, zinc

Category	Approved Size	Minimum Stock
Infant Cereals <i>Must be dry, plain, no fruit added.</i>	8 ounce box or 16 ounce box	6 boxes of the 8 oz size

Infant Juice

Target Nutrients Vitamin C

Category	Approved Size	Minimum Stock
Infant Juice <i>All 100% juice flavors, no yogurt added.</i>	32 ounce plastic bottle	6 bottles total

Infant Formula

Policy	Infant formula is an integral part of an infant’s diet and is chosen for specific dietary needs. Therefore, it is imperative that Vendors allow WIC customers to redeem only the specific type, size and quantity of formula issued on a food instrument.
Standard WIC Contract Formula	The Missouri WIC Program participates in an infant formula rebate program. In doing so, the Department contracts with a specific infant formula manufacturer who agrees to give a rebate to the Department for each unit of their infant formula redeemed with a WIC food instrument. The money from this rebate enables the Department to serve more eligible participants. The infant formulas included in the rebate contract are called the “Standard WIC Contract” formulas.
Special Formula	All formulas other than the current Missouri Standard WIC Contract formulas, which may be prescribed on a food instrument, are called “Special” formulas or non-contract formulas. When a special formula is prescribed on a food instrument, the special formula may be computer printed on the food instrument or hand-written in an area printed as “SF_____”. In the latter case, the WIC provider will write the type, size and quantity of formula being issued in the area provided.

Category	Approved Size	Minimum Stock
Standard WIC Contract Milk Based Infant Formula <i>Enfamil Lipil with Iron</i>	13 oz concentrate 12.9 oz powder 32 oz RTU	60 cans 24 cans Must be available within 72 hours
Standard WIC Contract Lactose-free Milk Based Infant Formula <i>Lactofree LIPIL</i>	13 oz concentrate 12.9 oz powder 32 oz RTU	36 cans 12 cans Must be available within 72 hours
Standard WIC Contract Soy Based Infant Formula <i>Prosobee LIPIL</i>	13 oz concentrate 12.9 oz powder 32 oz RTU	36 cans 12 cans Must be available within 72 hours
Special Formula and Enfamil Lipil AR	As prescribed on the food instrument*	Must be available within 72 hours
Other Contract Formulas: Enfamil with Iron, Prosobee	As prescribed on the food instrument*	Two (2) cases concentrate and one (1) case powder must be stocked for each type of other contract formula.

Milk Products

Target Nutrients Calcium, protein, riboflavin, vitamin A, vitamin D

Category	Approved Brands	Approved Size	Minimum Stock
Whole Milk Must be unflavored, vitamin D fortified. <i>No organic. No glass bottles.</i>	All brands	Fluid gallon	12 gallons MILK ONLY contract: 3 gallons
2% Milk Must be unflavored, vitamin A and D fortified. <i>No organic. No glass bottles.</i>	All brands	Fluid gallon	8 gallons MILK ONLY contract: 3 gallons
Low Fat Includes 1%, ½%, Skim Must be unflavored, vitamin A and D fortified. <i>No organic. No glass bottles.</i>	All brands	Fluid gallon	8 gallons MILK ONLY contract: 3 gallons
Cultured Buttermilk <i>Whole or low-fat variety.</i>	All brands	Fluid quart	Must be available within 72 hours
Evaporated Milk Whole or low-fat variety. <i>Filled milks are not WIC approved.</i>	All brands	12 ounce can	Must be available within 72 hours
Dry Milk <i>Whole or low fat variety.</i>	All brands	3 quart box and 8 quart box	Must be available within 72 hours
Specialty Milk	As prescribed on the food instrument*	As prescribed on the food instrument*	Must be available within 72 hours

*Note: When specialty milk is prescribed on a food instrument, the specialty milk may be computer typed on the food instrument or hand-written in an area printed as, “SM_____”. In the latter case, the WIC provider will hand write the type, size and quantity of milk being issued in the area provided.

Eggs

Target Nutrients Iron, protein, vitamin A, vitamin B6, vitamin D, folate, zinc

Category	Approved Brands	Approved Size	Minimum Stock
Fresh Eggs, grade A or AA Any natural color, white or brown. <i>No low cholesterol or specialty eggs. No organic or free range.</i>	All brands	Medium, large or extra-large	6 single dozen cartons

Cheese

NOT Approved The following cheese products are not WIC approved:

- NO deli cheese
- NO “cheese food” or “cheese food product”
- NO cheese spread, string cheese or shredded cheese
- NO low-fat, reduced fat, low cholesterol, low-salt or “lite” cheese
- NO cheese with additives or flavoring, example: cheese with jalapeno peppers, smoked
- NO individually wrapped slices

Target Nutrients Protein, calcium, vitamin A

Approved Varieties	Approved Brands	Approved Size	Minimum Stock
Must be plain, natural and domestic: <ul style="list-style-type: none"> • American • Brick • Cheddar (includes extra sharp, sharp, medium or mild) • Colby • Colby Jack • Monterey Jack • Muenster • Mozzarella (includes part skim or whole) • Provolone • Swiss • Blends of any of the above 	Any non-nationally advertised brands.	Must be: <ul style="list-style-type: none"> • Prepackaged • Block or sliced: • Standard or random weight in any size up to the amount issued on the food instrument. <p><i>Note: Random weights should be calculated to the nearest one-tenth of a pound and not rounded up to the nearest pound.</i></p>	3 different varieties, 12 pounds total <i>Note: Different types of a certain cheese count as different varieties. For example, extra sharp, medium and mild cheddar would count as three different varieties.</i>

Dried Beans and Peas

Target Nutrients Low-fat source of protein, iron, folate

Approved Brands	Approved Varieties	Approved Size	Minimum Stock
Any brand of dry, unprocessed bean or pea or mixed beans. <i>Plain, no flavored beans or flavoring packets added.</i>	All varieties are allowed. Examples of Allowable Beans or Peas: Black Eyed Peas Mung Beans Lentils Garbanzo Beans Kidney Beans Soy Bean Great Northern Navy Beans Pinto Beans Black Beans Baby Lima Split Peas Crowder Peas Cow Peas Mixed Beans	One pound package only	2 varieties, 3 packages total

Peanut Butter

Target Nutrients Protein, iron, vitamin B6

Approved Brands	Approved Varieties	Approved Size	Minimum Stock
Any brand	Smooth, creamy, regular variety.	18 ounce jar only	3 jars total

Tuna

Target Nutrients Protein, iron

Approved Brands	Approved Varieties	Approved Size	Minimum Stock
Any brand of plain tuna is allowed. <i>No Albacore or white Tuna</i>	Any oil or water packed plain or regular variety.	6 to 6.5 ounce can (no bags)	12 cans total

Hot Cereal

Target Nutrients Iron, folate, zinc, vitamin B6

Allowable Brands	Size	Minimum Stock
Refer to current WIC Approved Brand List for this category.	Any size box	6 boxes of any brand or size

Cold Cereal

Target Nutrients Iron, folate, zinc, vitamin B6

Manufacturers with approved brands	Approved Size	Minimum Stock
Refer to current WIC Approved Brand List for this category. <i>No individual size servings.</i>	Any bag or box, 6-ounces or larger	3 different varieties, 18 units total

Juice, Ready-to-Serve

Target Nutrient All WIC approved juices must be 100% juice, fortified with vitamin C, no sugar added.

Approved Juices and Brands	Approved Size	Minimum Stock
Refer to current WIC Approved Brand List for this category. <i>No glass bottles.</i>	46 ounce can or plastic bottle	3 varieties, 18 units total

Juice, Concentrate

Target Nutrients All WIC approved juices must be 100% juice, fortified with vitamin C, no sugar added.

Frozen and Shelf Stable Concentrates	Approved Sizes	Minimum Stock
Refer to the current WIC Approved Brand List for this category.	11.5 and 12-ounce cans	3 varieties, 18 units total. Note: The minimum stock requirement for WIC approved juice concentrates may be filled by frozen concentrates, shelf-stable concentrates, or a combination of both.

Carrots

Target Nutrients Vitamin A

Approved Types and Brands	Approved Sizes	Minimum Stock
Any brand or cut, fresh or frozen carrots <i>Baby carrots, crinkle cut or sliced are approved.</i>	1 or 2 pound bags or bunches	6 pounds total

End of Section VI: WIC Approved Foods

Appendix A



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
WIC VENDOR AUTHORIZATION CONTRACT

ER 0045 Page 1 of 9

VENDOR	CERTIFIED: MBE <input type="checkbox"/> WBE <input type="checkbox"/> NA <input type="checkbox"/>	CONTRACT NO. ER0045
ADDRESS	OA VENDOR NUMBER	
		CONTRACT CATEGORY
<div>1. THIS CONTRACT is between the above named contractor (Vendor) and the State of Missouri, Department of Health and Senior Services (Department).</div> <div>2. The Vendor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Vendor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the participants/client or the participants/clients parent or legal guardian unless such disclosure is required by law. The Vendor assumes liability for all disclosures of confidential information by the Vendor and/or the Vendor’s subcontractors and employees. The Vendor agrees to comply with all applicable provisions of the federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164).</div> <div>3. CONTRACT BACKGROUND AND PURPOSE<div>3.1 This Contract covers the conditions of Vendor’s participation as an authorized Contractor for the Department in the Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) of the United States Department of Agriculture (USDA) under Regulations 7 CFR 246 (Regulations).</div><div>3.2 The WIC Program was established by the United States Congress to provide supplemental foods and nutrition education at no cost to eligible persons.</div><div>3.3 The WIC Program serves Missouri by providing the eligible women, infants and children nutritional support and referrals to other health care services during critical times of growth and development. The Program assists in the prevention of health problems and improves the health status of its participants.</div><div>3.4 This Contract serves to meet the following objectives of the Department’s <i>Integrated Strategic Plan</i>:<div>3.4.1 Goal 1, Objective 6 “Reduce the infant death rate.”</div><div>3.4.2 Goal 1, Objective 7 “Maintain the percentage of known pregnancies resulting in healthy birth weight by increasing the percent of women who consume nutritionally adequate diets.”</div><div>3.4.3 Goal 1, Objectives 8 and 11 “Increase the proportion of infants and children who consume a nutritionally adequate diet.”</div><div>3.4.4 Goal 3, Objective 6 “Increase the proportion of Missourians eating a well-balanced nutritious diet by increasing the proportion of adults which increase their average daily intake of fruits and vegetables.”</div></div><div>3.5 This Contract contributes to the achievement of the following Missouri “Priority Results”:<div>3.5.1 Born healthy and enter school ready to learn.</div><div>3.5.2 Succeed in school.</div><div>3.5.3 Enjoy a long healthy life.</div><div>3.5.4 Achieve financial and job security for family.</div></div></div>		
This Contract expresses the complete agreement of the parties and shall supersede all previous communication, representations or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this Contract. By signing below, the Vendor and the Department agree to all terms and conditions set forth in this Contract.	RECOMMENDED FOR APPROVAL BY DIVISION DIRECTOR Paula F. Nickelson, Director Division of Community Health DATE	
AUTHORIZED CONTRACTOR SIGNATURE	SIGNATURE OF MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES REPRESENTATIVE AUTHORIZED TO SIGN CONTRACT	
PRINTED NAME/TITLE	PRINTED NAME/TITLE Mark R. Reading, Director, Division of Administration	
DATE	DATE	



4. This Contract is for the period October 1, 2003 to September 30, 2006. Neither the Department nor the Vendor has an obligation to renew this Contract. If the Vendor wishes to continue to be authorized beyond the period of the current Contract, the Vendor must reapply for authorization. The Vendor must comply with the provisions of this Contract and must remain in compliance with all federal and state laws, statutes, policies, procedures, manuals and Regulations of the WIC Program, including any changes made during the Contract period. Failure to do so will result in Contract termination. If the Vendor is disqualified, the Department will terminate the Contract and the Vendor will have to reapply in order to be authorized after the disqualification period is over. This Contract is not a license or property interest. Expiration of the Contract is not subject to appeal. The Contract may be terminated by the Department for cause by giving at least thirty (30) days written advance notice to the Vendor.
5. The Vendor acknowledges receipt of the WIC Vendor Manual and agrees to follow all policies, procedures and conditions specified therein.
6. CATEGORY OF CONTRACTS PER AUTHORIZED FOOD PACKAGE:
- 6.1 All approved foods, standard WIC Contract brand formulas and special formulas.
 - 6.2 All approved foods and standard WIC Contract brand formulas. Option: special formulas as available from Vendor's grocery wholesaler.
 - 6.3 Pharmacy –Special formula only.
 - 6.4 Pharmacy –Special formula, infant cereal and infant juice.
 - 6.5 Milk only.
 - 6.6 A group of stores of varying size which are owned by a single entity (e.g., sole-proprietorship, partnership, Sub-chapter "S" corporation, publicly traded corporation, etc.). Each store location is evaluated individually based on selection criteria and assigned the appropriate category from those listed herein, such to be detailed on ATTACHMENT #1.
7. Vendor must comply with the vendor selection criteria throughout the Contract period. The Department may reassess Vendor at any time during the Contract period using the selection criteria in effect at the time of reassessment. The Department will terminate the Contract if Vendor fails to comply with the current vendor selection criteria. The Department reserves the right to make exceptions to the vendor selection criteria to address inadequate participant access, as defined within the WIC Vendor manual.
8. Vendor shall give sixty (60) days written notice to the Department of ownership changes, when ceasing operations, or when Vendor relocates to another site. This Contract is null and void if the ownership or location of the store changes.
9. The Department will terminate the Contract if the Department identifies a conflict of interest, as defined by State laws, Regulations, and policies, between the Vendor and the Department or its local agencies. The Department will immediately terminate this Contract if it determines Vendor has provided false or misleading information when applying for this or other contracts with the Department.
10. Vendor agrees to:
- 10.1 Maintain a minimum stock (quantity and variety) of the then current, WIC approved foods on store shelves at all times. This includes before, during and after heavy volume of WIC redemption activity. **MINIMUM types of shelf stock:** [Contract categories applicable are indicated in brackets]:
 - 10.1.1 FORMULA: Milk-based WIC Contract brand infant formula. Minimum stock – sixty-cans (60) of concentrate and twenty-four (24) cans of powder. Soy-based WIC Contract brand infant formula. Minimum stock - thirty-six (36) cans of concentrate and twelve (12) cans of powder. Lactose-free milk-based WIC Contract infant formula. Minimum stock - thirty-six (36) cans of concentrate and twelve-cans (12) powder. Other WIC Contract infant formula. Minimum stock two (2) cases of concentrate and one (1) case of powder based on what is produced by manufacturer. [Categories 5.1, 5.2]
 - 10.1.2 SPECIAL FORMULA: Must be available for redemption within 72 hours of participant or WIC agency request. [Categories 5.1, 5.3, 5.4]
 - 10.1.3 INFANT CEREAL: Plain, dry (no fruit added) in 8 oz. box and 16 oz. box sizes. Minimum stock - six (6) 8 oz. boxes. [Categories 5.1, 5.2, 5.4]



- 10.1.4 INFANT JUICE: Any flavor (no yogurt added) in 32 oz. plastic bottles. Minimum stock - six (6) bottles. [Categories 5.1, 5.2, 5.4]
- 10.1.5 MILK PRODUCTS: Whole, 2%, and low fat (1%, ½%, or skim) milk in gallons. Minimum stock - twelve (12) gallons whole, eight (8) gallons 2%, and eight gallons low fat. [Categories 5.1, 5.2] **MILK ONLY CONTRACTS:** Minimum stock - three (3) gallons each of whole, 2%, and low fat (1%, ½%, or skim) milk. [Category 5.5] Cultured buttermilk, evaporated milk, and dry milk must be available for redemption within 72 hours of WIC customer or WIC agency request. [Categories 5.1, 5.2, 5.5]
- 10.1.6 SPECIALTY MILK: Must be available for redemption within 72 hours of participant or WIC agency request. [Categories 5.1, 5.2]
- 10.1.7 EGGS: Grade A or AA, medium, large or extra large. No low cholesterol or specialty eggs. Minimum stock - six (6) single dozen cartons. [Categories 5.1, 5.2]
- 10.1.8 CHEESE: Plain, natural, domestic cheeses. Must be prepackaged, non-nationally-advertised brands. Minimum stock - three (3) different varieties of any size, and a total of twelve (12) pounds. [Categories 5.1, 5.2]
- 10.1.9 CEREALS: Hot cereals. Minimum stock - six (6) boxes. Cold cereals. Minimum stock- At least three (3) different varieties and a total of eighteen (18) units. [Categories 5.1, 5.2]
- 10.1.10 JUICE: Fruit or vegetable juice, 46 oz. cans or plastic bottles. Minimum stock - At least three (3) different varieties and a total of eighteen (18) units. 12 or 11.5 oz. concentrates (frozen and/or non-frozen shelf-stable). Minimum stock - At least three (3) different varieties and a total of eighteen (18) units. [Categories 5.1, 5.2]
- 10.1.11 DRIED BEANS AND PEAS: Plain (no flavor additives), in one-pound packages. Minimum stock - At least two (2) varieties and a total of three (3) one-pound bags. [Categories 5.1, 5.2]
- 10.1.12 PEANUT BUTTER: Creamy, plain, any brand. Minimum stock - three (3) 18 oz. jars. [Categories 5.1, 5.2]
- 10.1.13 CARROTS: Any brand of plain, fresh or frozen carrots, in one or two (2) pound packages or bunches. Minimum stock - six (6) pounds. [Categories 5.1, 5.2]
- 10.1.14 TUNA: Any brand of plain tuna, oil or water packed. Minimum stock - twelve (12) cans of 6.0 to 6.5 oz. size. [Categories 5.1, 5.2]
- 10.2 Transact only properly issued Missouri WIC food instruments, only from Program participants, parents or guardians of infant or child participants, or their authorized proxies.
- 10.3 Transact the food instrument only within the “FIRST DATE TO USE” through the “LAST DATE TO USE” as specified on the food instrument. Submit the food instrument for payment in the manner instructed by the Department within sixty-days (60) from the “FIRST DATE TO USE”. The Department shall have no obligation to pay food instruments transacted or redeemed by Vendor outside of these timeframes.
- 10.4 Provide **ONLY** WIC approved foods as issued on the food instrument in the specified quantities; provide no unauthorized food items, no non-food items, cash or credit in exchange for food instruments.
- 10.5 Issue no rain-checks, due bills, credit slips, or any similar type billing to Program participant, parent or guardian of infant or child participant, or their authorized proxy.
- 10.6 Allow the purchase of the full amount of WIC food issued on the food instrument.
- 10.7 Allow the WIC customer to purchase any brand of WIC approved food issued on the food instrument, unless the issued food is brand specific on the food instrument.



- 10.8 Charge a price for WIC approved foods that is equal to or less than the current price charged to non-WIC customers; do not charge sales tax.
- 10.9 Not transfer cash in the form of change to the WIC customer from the WIC food instrument transaction; do not charge the WIC customer cash or credit for the food items covered by the food instrument.
- 10.10 Ensure that WIC customers do not return foods purchased with WIC food instruments for cash or other merchandise, even if on the WIC Approved Food List. Items may be exchanged for another of the exact same item if the product originally received is damaged, spoiled or otherwise unfit for consumption.
- 10.11 Ensure that the purchase price is entered on the food instrument and that the price includes only the foods provided for by the instrument that were actually purchased by the program participant.
- 10.12 Enter the purchase price on the food instrument prior to obtaining the signature of the Program participant, parent or guardian of infant or child participant, or their authorized proxy. Accept no pre-signed food instruments.
- 10.13 Ensure the Program participant, parent or guardian of infant or child participants, or their authorized proxy signs the food instrument in the presence of the cashier. Ensure that the cashier verifies that the signature on the food instrument matches one of the authorized signatures found on the participant identification folder.
- 10.14 Submit on the appropriate form current shelf prices and quantities for WIC approved foods quarterly or as requested by the Department.
- 10.15 Submit to the Department gross sales, food sales, and Food Stamp sales information upon request.
- 10.16 Maintain adequate inventory records to verify billings made for all WIC food items purchased at any time during the current Contract period, and for the previous three years if a WIC Vendor Contract was then in effect. This must include, but is not limited to inventory records required for Federal tax reporting purposes. Vendor must retain all sales receipts for transacted food instruments for the current Contract period. Upon request, the Vendor must make available to representatives of the Department, USDA and the Comptroller General of the United States all food instruments in the Vendor's possession and all program-related records.
- 10.17 Not seek restitution from WIC customers for food instruments not paid, in part or in full, by the Department, refunds requested due to overcharge, or any other food instrument discrepancies that have caused the food instrument to be rejected or adjusted for payment.
- 10.18 The Contractor shall comply with the nondiscrimination provisions of Departmental regulations (7 CFR parts 15, 15a, and 15b). No person shall be subject to discrimination on the basis of race, color, national origin, sex, age, or disability. The Contractor shall comply with the nondiscrimination provisions of Governors Executive Order #87-6 and all other State laws. No person shall be subject to discrimination on the basis of religion or political affiliation.
- 10.19 Attend training and instruction on the WIC Program from the Department or its designee. The Department retains sole discretion to designate the date, time, and location of the training. At least one representative of the Vendor must participate in training annually. Training may include, but is not limited to, all initial evaluations for new WIC Vendor Contract authorizations, required annual or other scheduled vendor training sessions, follow-up of compliance-buy purchases that do not result in disqualification, any noncompliance with the Vendor Contract, monitoring visits, and educational buys.
- 10.20 Be accountable for all actions of owners, officers, managers, agents, and employees involved in the handling of WIC food instruments. Vendor must inform and train cashiers and other staff involved with transactions, stocking, or redemption of food instruments, on all Program requirements.
- 10.21 Offer WIC customers the same courtesies as offered to other customers, including but not limited to discount coupons or promotion specials.
- 10.22 Maintain store in compliance with current Missouri Food Code sanitation requirements.



- 10.23 Ensure that the packaging of all WIC approved food is in good condition and protects the integrity of the contents, so that the food is not exposed to adulteration or potential contaminants. No WIC approved food shall be provided during a WIC transaction that is beyond the date imprinted on the product packaging by the product's manufacturer or packager.
 - 10.24 Ensure store hours and prices of all WIC approved foods are posted, and that WIC authorization signs are displayed.
11. The Department or its designee shall:
- 11.1 Make payment to Vendor upon receipt of validly transacted and redeemed food instruments for food costs incurred in providing WIC approved foods to WIC customers.
 - 11.2 Provide guidance to Vendor concerning the WIC approved foods and applicable program guidelines.
12. The Department shall deny payment, either partially or fully, to Vendor for improperly transacted or redeemed food instruments; or may establish a claim for payments already made on improperly transacted food instruments; or may offset future payments for the claim. The Department has the right to demand refunds for charges of more than Vendor's actual selling price and shall deny payment to the Vendor for more than the price limitations of the food instrument. The Department will provide the Vendor with an opportunity to justify or correct a claim, a demand for refund, or a denial of payment for fatal or non-fatal food instrument errors.
13. Non-payment of claims for improperly transacted food instruments or overcharges will result in Contract suspension, with fifteen (15) days notice, until the Department receives payment in full. The Department may, at its discretion, establish a repayment schedule for a Vendor. No repayment schedule will be offered if intent to defraud or lack of business integrity has been established.
14. The Department retains the right, for itself or its designee, to monitor Vendor for compliance with this Contract. The Vendor shall provide access to all food instruments in its possession, WIC transaction receipts, purchase orders and/or invoices for WIC approved foods, shelf price records, and all retail storage areas when requested by the Department or its designee.
15. In the event Vendor has stores at multiple locations, Vendor shall accept total responsibility for Program operations of all participating locations listed on Contract Attachment #1. Notwithstanding, all stores will be assessed, categorized, and treated individually and not as one unit. Additions or deletions of individual store locations that may be requested by Vendor, shall be subject to the same review procedures as single location applicants, and shall be effective upon a signed Contract amendment by the Department. Termination or disqualification of individual stores will be determined by the Department, with a fifteen (15) day written notice, unless required to be immediate by the Regulations.
16. Vendor committing fraud or abuse of the WIC Program is liable to prosecution under applicable federal, state or local laws. A Vendor which has willfully misapplied, stolen, or fraudulently obtained WIC Program funds shall be subject to a fine of not more than \$25,000 or imprisonment for not more than five years or both, if the value of the funds is \$100 or more. If the value is less than \$100, the penalties are a fine of not more than \$1,000 or imprisonment for not more than one year or both.
[7 CFR 246.12(h)(3)(x)]
17. The Regulations provide for mandatory sanctions up to and including disqualification. Disqualification from the WIC Program may result in disqualification from the Food Stamp Program (FSP). Such disqualification may not be subject to administrative or judicial review under the FSP.
18. The Department shall disqualify Vendor for Program abuse. The Department will give Vendor fifteen (15) days notice before imposing a sanction, except for certain mandatory sanctions, which are required by Regulations to take immediate effect upon receipt of notice by Vendor. Vendor has a right to appeal disqualification or other adverse action that affects Vendor participation in the WIC Program unless otherwise stated or restricted by the Regulations. [7 CFR 246.18]



19. The Department shall disqualify Vendor from the WIC Program if Vendor is currently disqualified from the FSP. The length of such disqualification from the WIC Program shall correspond to the period of the FSP disqualification, but may begin at a later date than the FSP disqualification. If the Department determines that WIC Program disqualification of Vendor due to FSP disqualification would result in inadequate WIC Program participant access to WIC foods, the Department will assess a Civil Money Penalty (CMP) in lieu of disqualification. A CMP will not be issued in lieu of disqualification for a third or subsequent sanction. This disqualification is not subject to administrative or judicial review under the WIC Program
20. The Department may disqualify Vendor if Vendor has an imposed FSP CMP in lieu of disqualification due to an FSP determination of FSP participant hardship. A WIC Program disqualification due to a FSP CMP shall correspond to the period for which Vendor would otherwise have been disqualified in the FSP.
21. Civil Money Penalty (CMP) -- The Department will assess Vendor a CMP in lieu of disqualification only if the disqualification would result in inadequate participant access as defined by the Department. Ten (10) percent of Vendor's average monthly WIC redemptions multiplied by the number of months Vendor would have been disqualified will determine the CMP. Vendor's monthly WIC redemption for the previous six (6) months will be used to determine the average monthly WIC redemption. For each violation that warrants permanent disqualification, the amount of the CMP shall be \$25,000. If during the course of a single investigation Vendor commits multiple violations, the Department may impose a CMP for each violation. The total amount of CMP for violations found, as part of a single investigation shall not exceed \$50,000. Amounts are subject to change in future revisions to the Regulations.
22. Failure to pay a fine and/or Civil Money Penalty. If Vendor does not pay or partially pays a fine and/or CMP within the specified time frames, the Department will disqualify Vendor for the length of the disqualification corresponding to the class of violation for which the fine and/or CMP was assessed in lieu of disqualification.
23. Violations of WIC Program policies by Vendors are categorized as Class "A", "B", "C", or "D" Violations. The WIC Program is not required to give Vendor prior warning that violations were occurring before imposing sanctions. Class "A" and "B" Violations are subject to mandatory federal sanctions as defined in 7 CFR 246.12 and shall constitute grounds for disqualification from the WIC Program for a minimum of one (1) year and up to permanent disqualification. The Department shall not accept voluntary withdrawal of Vendor from the WIC Program as an alternative to disqualification for Class "A" and Class "B" Violations. Disqualification shall be entered on the record. Non-renewal of this Contract shall not be used by the Department as an alternative to disqualification.
 - 23.1 Class "A" Violation #1 (following) will result in permanent disqualification effective on the date of the receipt of the notice. No prior notice will be given.
 - 23.2 Class "A" Violations #2 and #3 (following) will result in disqualification effective fifteen (15) days from the date of receipt of the notice.
 - 23.2.1 For Violation #1, a CMP will be imposed in lieu of disqualification if the Department determines that disqualification would result in inadequate participant access or if the Department determines that the Vendor had, at the time of the violation, effective policies and procedures to prevent trafficking, and the ownership of the Vendor was not aware of, did not approve of, and was not involved in the conduct of the violation. This determination is at the sole discretion of the Department. [7 CFR 246.12(1)(1)(i)(B)]
 - 23.2.2 For Violations #2 and #3, a CMP will be imposed in lieu of disqualification if the Department determines that disqualification of Vendor would result in inadequate participant access. [7 CFR 246.12(1)(1)(ix)]
 - 23.3 For the first occurrence of Violations #2, #3, #4, #5, #6, #7, #8, or #9 the standard mandatory sanction will apply. A second occurrence of any of these violations will result in a double sanction. For the first violation, the standard mandatory sanction will apply. If the Vendor is found in violation a second time, resulting in any of the mandatory sanctions, the sanction for that particular violation will be doubled. Example: Vendor was disqualified for (1) year for first violation. If a second violation occurs that requires a standard mandatory sanction of disqualification for three (3) years, the Vendor will be disqualified for six (6) years or a CMP will be imposed and doubled.



23.4 A third occurrence of Violations #2, #3, #4, #5, #6, #7, #8, or #9 will result in a double sanction, with no option for a CMP.

Class A Violations #1 through #3:

- #1 Conviction of trafficking (buying or selling WIC food instruments), conviction of selling firearms, ammunition, explosives or controlled substances in exchange for WIC food instruments. Permanent Disqualification.
- #2 One incidence of trafficking (buying or selling WIC food instruments), selling firearms, ammunition, explosives or controlled substances in exchange for WIC food instruments. Length of Disqualification - 6 years
- #3 One incidence of the sale of alcohol, alcoholic beverages or tobacco products in exchange for WIC food instruments. Length of Disqualification - 3 years.

23.5 Class “B” Violations #4 through #9 (following) require a pattern of violations. Pattern is defined as two (2) or more Class “B” violations that occur during the period the Vendor is under Contract.

- 23.5.1 For a single Class “B” Violation, #4 through #9, Vendor may be given a written notice of violation. When written notice is given, Vendor will receive a one hundred (100) dollar fine, and must establish a corrective action plan that includes Vendor attendance at a mandatory training.
- 23.5.2 For the first occurrence of a pattern of Class “B” Violations, the Department will disqualify Vendor or impose a CMP.

Class B Violations #4 through #9:

- #4 Charging WIC customers more for WIC approved foods than non-WIC customers or charging more than the posted shelf price (overcharges). Length of Disqualification - 3 years.
- #5 Claiming reimbursement for the sale of any WIC food item that exceeds the store’s documented inventory of that food item for a specific period. Length of Disqualification - 3 years.
- #6 Receiving, transacting, and/or redeeming WIC food instruments outside of authorized channels, including the use of an unauthorized retailer and/or an unauthorized person. Length of Disqualification - 3 years.
- #7 Charging the Program for WIC foods not received by the WIC customer. Length of Disqualification - 3 years.
- #8 Providing credit or non-food items (other than alcohol, tobacco, cash, firearms, ammunition, explosives or controlled substances) in exchange for WIC food instruments, or in exchange for items purchased with a WIC food instrument. Issuing “rain checks”, due bills, credit slips or any similar type of billing. Length of Disqualification - 3 years.
- #9 Providing unauthorized food items in exchange for WIC food instruments, including charging for supplemental food provided in excess of those listed on the food instrument. Length of Disqualification - 1 year.

23.6 Class “C” Violations #10 through #21 (following) constitute grounds for the following sanctions:

- 23.6.1 For the first occurrence of a Class “C” Violation, Vendor will be given a written notice of violation, receive a fifty-dollar (50) fine, and must establish a corrective action plan. Failure to comply with the established corrective action plan will require Vendor to attend a mandatory training.
- 23.6.2 For the second occurrence of a Class “C” Violation within one (1) year of the first violation, Vendor will receive a one hundred-dollar (100) fine and must establish a corrective action plan that includes vendor attendance at a mandatory training.
- 23.6.3 For a third occurrence of a Class “C” Violation within one (1) year of the first violation, Vendor will be disqualified for six (6) months or a CMP will be imposed. A Class “C” Violation sanction will not be added to a mandatory sanction within the same investigation. A Class “C” sanction may be imposed by the WIC Program if a mandatory sanction from the same investigation is not upheld on appeal. Class “C” Violations do not count toward the provisions of mandatory violations for Class “A” or “B”.



Class C Violations #10 through #21:

- #10 Seeking restitution from WIC customers for food instruments not paid in part or in full, or seeking restitution from WIC customers for claims imposed or refunds demanded by the Department.
- #11 Discriminating against WIC customers due to their race, color, national origin, disability, gender, age, (federal). Discriminating against WIC customers due to their political affiliation or religion (state).
- #12 Denying the purchase of the full amount of WIC food authorized on the food instrument.
- #13 Requiring cash to be paid in whole or part to transact a WIC food instrument.
- #14 Failing to provide for review when requested any of the following: WIC food instruments, WIC transaction receipts, purchase orders, invoices, or shelf price records, and/or failing to allow full inspection of all store areas.
- #15 Failing to comply with current Missouri Food Code Sanitation requirements.
- #16 Failing to ensure all WIC approved food packaging is in good condition and protects the integrity of the contents so that the food is not exposed to adulteration or potential contaminants.
- #17 Providing WIC approved food during a WIC food instrument transaction that is beyond the expiration or last sale date imprinted on the product packaging by the product's manufacturer or packager, when it would present a clear health concern.
- #18 Failing to allow monitoring and/or to accept training on Program procedures as provided or required by the Department or its designees.
- #19 Failing to maintain adequate inventory records and receipts to verify billings made for all WIC food items purchased any time during the current Contract period.
- #20 Accepting or requiring signature before the actual amount of sale and the date of sale are entered on the WIC food instrument by Vendor.
- #21 Giving change to the WIC customer during a WIC food instrument transaction.

23.7 Class “D” Violations #22 through #32 (following) constitute grounds for the following sanctions:

- 23.7.1 For the first occurrence of Class “D” Violations, during the course of a single investigation, Vendor will be given a written notice of violation, receive a fifty-dollar (50) fine and must establish a corrective action plan. Failure to comply with the established corrective action plan will result in Vendor attendance at a mandatory training.
- 23.7.2 For the second occurrence of Class “D” Violations, during the course of a single investigation within one (1) year of the first violation, Vendor shall receive a one hundred-dollar (100) fine and must establish a corrective action plan which will include Vendor attendance at a mandatory training.
- 23.7.3 When three (3) Class “D” Violations occur within a one (1) year period of the first violation, Vendor will be disqualified for three (3) months or a CMP will be imposed.

Violations #22 through #32:

- #22 Failing to train all employees who handle WIC transactions and ensuring their knowledge regarding WIC Program procedures set forth in training materials and manuals provided by the Department.
- #23 Charging sales tax on WIC food items.
- #24 Requiring WIC customers to sign a tax-exempt form or additional signature requirements in any manner other than the food instrument signature.
- #25 Excessive use (twice in any 30 day period) of the Partial Infant Formula Redemption Form for standard formulas.
- #26 Failing to maintain the minimum stock of WIC approved foods. (See 9.1.)
- #27 Failing to submit information requested by the Department within the time specified, including, but not limited to, food price lists, food stocking information, and corrective action plans.
- #28 Discourteous treatment of a WIC customer.



- #29 Prohibiting WIC customers the use of discount coupons or promotion specials to reduce the WIC food instrument amount.
- #30 Limiting WIC customers in their choices of WIC approved foods, e.g., only allowing non-nationally advertised brands when name brand cereals are stocked.
- #31 Failing to verify the participant signature.
- #32 Failing to enter the purchase price on the WIC food instrument at the time of the transaction.
- 23.8 The Department will deny payment and return to Vendor's bank the following food instruments with errors (#33 to #41):
 - #33 WIC food instruments with missing signature.
 - #34 Altered WIC food instruments.
 - #35 WIC food instruments accepted before the "FIRST DATE TO USE."
 - #36 WIC food instruments accepted after the "LAST DATE TO USE."
 - #37 WIC food instruments submitted for payment more than 60 days after the "FIRST DATE TO USE."
 - #38 WIC food instruments redeemed for more than the "MAXIMUM PURCHASE PRICE - DO NOT EXCEED."
 - #39 WIC food instruments without a date redeemed.
 - #40 WIC food instruments without a WIC Vendor stamp, with an illegible WIC Vendor stamp, or with an invalid Vendor stamp.
 - #41 WIC food instruments with a Department "approved-redeposit" stamp submitted for payment more than 120 days after the "FIRST DATE TO USE."
- 23.9 The Department has the right to modify payment or to assess a claim for WIC food instruments transacted for unauthorized foods, other items, or with sales tax charged.
- 23.10 The Department will assess Vendor a fine of fifty (50) dollars for any month in which returned food instruments exceed twenty-five (25) and a fine of fifty (50) dollars for each error #33 through #41 found during a covert investigation.
- 24. Multiple Violations -- For multiple violations found during a single investigation the Department shall disqualify Vendor based on the most serious violation. However, all violations will be included in the notice of action. If a mandatory sanction (Violations "A" or "B") is not upheld in an administrative hearing, the Department will impose a sanction for the next most serious violation listed in the notice of action.
- 25. Appeal and Fair Hearing -- Vendor has the right to appeal particular adverse actions imposed by the Department. Appeals for adverse actions may be considered as follows:
 - 25.1 Denials;
 - 25.2 Terminations;
 - 25.3 Disqualifications;
 - 25.4 Fines; or
 - 25.5 Civil Money Penalties (CMP).
- 26. Vendor has the right of appeal when Vendor is disqualified during the Contract period, or when any other adverse action which affects Vendor's participation in the WIC Program is taken by the Department, with the following exceptions.
 - 26.1 The expiration of this Contract and the Department's determination regarding participant access shall not be subject to administrative review.
 - 26.2 Disqualification of Vendor because of disqualification from the Food Stamp Program shall not be subject to administrative or judicial review under the WIC Program.
- 27. Appeals are subject to review by the Department. Procedures for the review and appeal process are available in the 2003 WIC Operations Manual—Vendors. Vendor appeal requests must be in writing to the Department upon notification of adverse action(s).
- 28. Since this Contract is federally funded the Vendor shall abide by the provisions of Appendix B 45 CFR Part 76, Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction which is incorporated herein as if fully set out.

Appendix B

WIC PROCEDURES FOR CASHIERS

If the check has been **ALTERED** in any way, **STOP!** Do not accept that check. If the **ANSWERS** to any of the questions below are **NO**, correct the situation and continue. Decline the transaction if it can not be corrected.

If there are **two or more** checks being used at the same time, handle them as separate transactions. Separate receipts must be generated for each check.

Absolutely, **NO substitutions, exchanges or refunds** are allowed at any time.

Absolutely, **NO money may change hands** during a WIC transaction.

1. VERIFY THE WIC CHECK:

- a. Is today's date within the First and Last Dates to Use?
- b. Is the check fully completed by the local health agency?
- c. Is the check free from alterations?

2. VERIFY THE FOODS:

- a. Are they printed on the check?
- b. Are they WIC approved types, brands and sizes? If no, assist the customer in obtaining the correct items and continue the transaction.
- c. Are the quantities less than or equal to what is printed on the check?

3. SCAN THE FOODS:

- a. Scan sale prices, if applicable.
- b. Deduct any coupons, if presented.
- c. Total the sale without tax.
- d. Extract the receipt from the register.

4. COMPLETE THE FOLLOWING AREAS ON THE CHECK:

- a. DATE USED is today's date.
- b. PAY EXACTLY amount is the total of this transaction, without tax.

5. HAVE THE PARTICIPANT SIGN THE CHECK:

- a. If the customer signs in the wrong place, ask them to resign the check.
- b. If the check is pre-signed, ask the customer to re-sign it.

6. COMPARE THE SIGNATURE WITH THE SIGNATURES IN THEIR PARTICIPANT IDENTIFICATION FOLDER:

- a. Does the signature you witnessed match one of the authorized signatures?
Remember: "NO IDENTIFICATION FOLDER – NO TRANSACTION"
- b. Place the check and receipt in the cash drawer. Do not give the receipt to the customer.

MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES

Division of Community Health

Bureau of Nutrition Services and WIC

P.O. Box 570, Jefferson City, MO 65102-0570

(Telephone 800-392-8209)

EQUAL OPPORTUNITY/AFFIRMATIVE ACTION EMPLOYER

The United States Department of Agriculture prohibits discrimination in the administration of its programs. Alternate forms of this publication for persons with disabilities (Braille, large print or audiotape) can be obtained by contacting the office listed above.

TDD users can access the preceding number by calling 800-735-2966.

Lit# 901 (06/03)

Appendix C



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
 DIVISION OF NUTRITIONAL HEALTH AND SERVICES
 BUREAU OF NUTRITION SERVICES AND WIC
WIC VENDOR TRAINING DOCUMENTATION

WIC VENDOR NUMBER		STORE NAME	
DATE OF TRAINING		TRAINER NAME & TITLE (Please print)	
MANAGEMENT		VENDOR PAYMENT	
<input type="checkbox"/> Introduction to WIC		<input type="checkbox"/> Vendor Responsibility	
<input type="checkbox"/> General Information		<input type="checkbox"/> Payment Period	
<input type="checkbox"/> Vendor Selection Criteria		<input type="checkbox"/> Food Instrument Review	
<input type="checkbox"/> Limitation Criteria		<input type="checkbox"/> Correcting Errors	
<input type="checkbox"/> Application Denial or Authorization		<input type="checkbox"/> Food Instrument Redemption	
<input type="checkbox"/> WIC Vendor Contract		<input type="checkbox"/> Cash Register Receipt Retention Period	
<input type="checkbox"/> Inadequate Participant Access		<input type="checkbox"/> Non-payment Rejection Codes	
<input type="checkbox"/> Non-discrimination		<input type="checkbox"/> Payment Reconsideration Requests	
<input type="checkbox"/> Vendor Re-evaluation			
<input type="checkbox"/> Food Price Survey		WIC APPROVED FOODS	
		<input type="checkbox"/> WIC Approved Food List	
TRAINING AND CHECKOUT PROCEDURES		VENDOR COMPLIANCE, MONITORING, AND SANCTIONS	
<input type="checkbox"/> Training			
<input type="checkbox"/> Checkout Food Instrument Procedures		<input type="checkbox"/> Violations and Sanctions	
<input type="checkbox"/> Participant Identification Folder		<input type="checkbox"/> Vendor Monitoring	
<input type="checkbox"/> Transacting the Food Instrument			
<input type="checkbox"/> Verifying the Foods		MISCELLANEOUS	
<input type="checkbox"/> Scanning the Foods		<input type="checkbox"/> WIC Agency Directory	
<input type="checkbox"/> Completing the Food Instrument		<input type="checkbox"/> Vendor Complaints	
<input type="checkbox"/> WIC Customer Signature			
<input type="checkbox"/> Pre-signed Food Instruments		WIC VENDOR CONTRACT	
<input type="checkbox"/> Summary of Checkout Procedures		<input type="checkbox"/> Duration, Expiration, and Termination	
<input type="checkbox"/> Partial Infant Formula Transaction		<input type="checkbox"/> Sample Copy of Vendor Contract	
COMMENTS REGARDING TRAINING			
MANAGER/TRAINEE SIGNATURE		TRAINER SIGNATURE	
DATE		DATE	

Appendix D



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION NUTRITIONAL HEALTH AND SERVICES
BUREAU OF NUTRITION SERVICES AND WIC

WIC STORE ORDER REQUEST

SEND TO:
DHSS Warehouse
PO Box 570
Jefferson City, MO 65102-0570
Fax: (573) 751-1574

Unless otherwise noted, all quantities are per item.

STORE NAME	WIC VENDOR NUMBER				DATE
SHIP TO:	ADDRESS: (STREET)				
ATTN: (PLEASE TYPE OR PRINT)	CITY, STATE, ZIP				

	FORM NO.	QUANTITY
Store Order Form (Pad of 25)	WIC-5	
WIC Approved Food List	WIC-17A	
WIC Approved Food List (Spanish)	WIC-17AS	
Partial Infant Formula Redemption	WIC-21	
WIC Vendor Training Guide	WIC-22	
WIC Approved Shelf Tags (Sheets of 15)	98	
Checkout Procedures for Cashiers--Summary	901	
What Health Care Professionals Should Know About WIC	10	
WIC...Isn't Your Child Worth It? Poster	1078	
WIC tear pads for poster	625	
Get a Nutrition Lift With WIC	160	
WIC Saves Serious Money Insert	411	
Laminated Income Guidelines (Limited to 2)	514	
Get a Nutrition Lift With WIC (Spanish)	601	
Food Guide Pyramid Coloring Sheet for Children	828	
WIC Authorized Store Sign		

Appendix E



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF COMMUNITY HEALTH
BUREAU OF NUTRITION SERVICES AND WIC
VENDOR CONCERN

STORE NAME: _____ VENDOR # _____

ADDRESS: _____

STORE PERSONNEL'S NAME, TITLE & PHONE NUMBER TO FOLLOW-UP WITH:

If this is a complaint about a WIC customer please list the agency number, agency name, check number, participant number and participant name from top of the WIC check that was redeemed.

AGENCY # _____

CHECK # _____ PARTICIPANT # _____

PARTICIPANT NAME: _____

DATE & TIME EVENT OCCURRED: _____
(Date) (Time)

DETAILS OF EVENT:

- ☐ WIC customer tried to buy unauthorized items with check.
- ☐ WIC customer tried to receive cash for WIC check or in addition to foods.
- ☐ WIC customer tried to return items purchased with WIC checks for cash or credit.
- ☐ WIC customer was verbally or physically abusive to employees.
- ☐ Other _____

(Attach additional sheets as needed)

MAIL OR FAX TO:

Missouri Department of Health and Senior Services
Bureau of Nutrition Services and WIC
P. O. Box 570, Jefferson City, MO 65102-0570
Fax: (573) 526-1470

Appendix F



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF COMMUNITY HEALTH
BUREAU OF NUTRITION SERVICES AND WIC
APPROVAL REQUEST FOR NON-PAID WIC CHECKS

PLACE VENDOR STAMP HERE

All fields must be completed or check appeal will be denied.

DATE MAILED:

____/____/____

CHECK NUMBER:

VENDOR NAME:

VENDOR ADDRESS:

CONTACT NAME:

CONTACT TELEPHONE:

____ - ____ - ____

ATTACH RECEIPT HERE

JUSTIFICATION:

ATTACH CHECK HERE

Mail completed form, check and matching register receipt

To: Missouri Department of Health and Senior Services
Bureau of Nutrition Services and WIC #A3501
P.O. Box 570
Jefferson City, MO 65102-0570

WIC USE ONLY

Appendix G



Missouri WIC Approved Food List

April 1, 2003 – September 30, 2005

Infant Formula Brand printed on WIC check (Type and size printed on WIC check)	Milk Any brand, fluid milk (gallon, plastic containers) Vitamin A & D fortified	Specialty Milk Type and size of specialty milk will be handwritten on the WIC check. No substitutions.	Dried Beans and Peas: Any brand, including mixed dried beans and peas [1 lb bag] No additives, no flavors. Carrots: Any brand [1 or 2 lb package] Fresh including baby or frozen, no flavors Eggs [dozen package] Any natural color, medium, large or extra large, Grade A or AA, No low cholesterol or specialty eggs. Tuna [6 oz Can] Any brand, no albacore		Cheese: Non-nationally advertised brands American, brick, Cheddar, Colby, Colby-Jack, Monterey Jack, Muenster, mozzarella, provolone, Swiss, and a blend of these cheeses. Sliced or block, natural, domestic [standard or random weight up to the amount on the WIC check] <u>Not allowed:</u> Cheese additives, deli cheese, cheese food, cheese spread, cheese product, shredded cheese, string cheese or Cholesterol-reduced cheese. No individually wrapped slices.	
<u>Frozen Concentrate Juices</u> [11.5 or 12 oz]		<u>Non-Frozen Concentrate Shelf-Stable</u> (11.5 oz)	<u>Ready to Serve Juice</u> [46 oz Can]		<u>Ready to Serve Juice</u> [46 oz Plastic Bottle]	
Apple Always Save Best Yet Cub Foods Flavorite Great Value Hy Top Hy Vee IGA Kroger Minute Maid Seneca Shop'n Save Shur Fine Tree Top	Grapefruit All non-nationally advertised brands Minute Maid Orange All non-nationally advertised brands Minute Maid Old Orchard Tropicana Pineapple Dole Old Orchard White Grape Old Orchard 100% Welch's [Yellow Rim] Blended Juices Dole Old Orchard Minute Maid Welch's [Yellow Rim]	All Flavors Libby's Juicy Juice Welch's [Yellow Rim]	Apple Best Choice Great Value Hy Top Kroger Musselman Seneca Texsun Grape Best Choice Great Value Kroger Welch's Orange & Grapefruit All non-nationally advertised brands Donald Duck Texsun Tree Sweet Pineapple Great Value Hawaiian Gold IGA	White Grape Welch's Seneca Tomato Great Value Hy Top Hy Vee Vegetable Best Yet Campbells V8 Great Value Hy Vee Blended Juices Texsun Orange-Pineapple Cliffstar Orange-Grapefruit Libby's Juicy Juice All flavors	Apple Best Choice Kroger Hy Vee Seneca Tree Top Mr. Pure Mussleman Grape Hy Vee Seneca Grapefruit All non-nationally advertised brands Orange All non-nationally advertised brands Langers Mr. Pure	White Grape Seneca Vegetable and Tomato Hy-Vee All Natural Tomato All Natural Vegetable Miscellaneous Juices Hy Vee Just Juice all flavors Libby's Juicy Juice all flavors Mr. Pure Kiwi Strawberry Fruit Punch 100%

Missouri Department of Health and Senior Services
Division of Nutritional Health and Services
Bureau of Nutrition Services and WIC
P.O. Box 570
Jefferson City, MO 65102-570
573-751-6204 <http://www.dhss.state.mo.us>
Equal Opportunity/Affirmative Action Employer

Missouri Department of Health and Senior Services
Division of Nutritional Health and Services
Bureau of Nutrition Services and WIC
P.O. Box 570
Jefferson City, MO 65102-570
573-751-6204 <http://www.dhss.state.mo.us>
Equal Opportunity/Affirmative Action Employer

HOT CEREALS

Little Crow Foods

CoCo Wheats

Cub Foods

Instant Oatmeal

Great Value

Hot Wheat Cereal

Instant Oatmeal Regular Flavor

Hy Top

Instant Oatmeal Regular Flavor

Hy Vee

Instant Oatmeal Regular Flavor

Malt-O-Meal

Instant Oatmeal Big Bowl

Nabisco

Cream of Wheat (Original)

Our Family

Instant Oatmeal Regular Flavor

Schnucks

Instant Oatmeal Regular Flavor

ShurFine

Instant Oatmeal Regular Flavor

COLD CEREALS

Always Save/Best Choice

40% Bran Flakes

Corn Crisps

Corn Flakes

Crisp Rice

Tasteeos/Happy "O"

Wheat Flakes

Archer Farms (Target)

Corn Flakes

Whole Grain Toasted Oats

Crispy Rice

Better Value

40% Bran Flakes

Corn Flakes

Crisp Rice

Toasted Oats

Best Choice

Corn Crisps

Wheat Crisp

Solar Rollers/Crispy Corn

Puffs

Crispy Corn & Rice

Enriched Bran Flakes

Nutty Nuggets

Rice Crisps

Sweet Crispy Combo Almond

& Honey

Sweet Crispy Combo Oats &

Honey

Best Yet

Bran Flakes

Corn Flakes

Crispy Corn Puffs

Crispy Corn & Rice

Crisp Rice

Crunchy Corn

Crunchy Rice

Crunchy Wheat

Nutty Nuggets

Toasted Oats

Multi Grain Honey Oats &

Flakes w/ Almonds

Multi Grain Honey Oats and

Flakes

Bi-Rite

Toasted Oats

Crisp Rice

Cub Foods

Corn Flakes

Crispy Rice

Rice Puffs

Wheat Puffs

Hearty Start Natural Grain

Dierbergs

Toasted Oats

Crispy Rice

Exceptional Value

Corn Flakes

Crisp Rice

Toasted Oats

Flavorite

Corn Biscuits

Rice Biscuits

Crispy Hexagons

Crisp Rice

Nutty Nuggets

Puffed Rice

Puffed Wheat

Toasted Oats

Corn Flakes Oven

Toasted

Enriched Bran Flakes

Oats and More w/Honey

Oats and More

w/Almonds

Food Club

Wheat 'n Crunchy

Wheat Barley

General Mills

Cheerios

Country Corn Flakes

Wheat Chex

Rice Chex

Corn Chex

Kix

Wheaties

Great Value (Wal-Mart)

Corn Flakes

Enriched Bran Flakes

Silly Corn (Puff Corn)

Natures Grains

Crisp Rice

Crunchy Nuggets

Multi-Grain Flakes

Toasted Corn

Toasted Oats

Toasted Rice

Toasted Wheat

Hospitality

40% Bran Flakes

Crisp Rice

Corn Flakes

Corn Puffs

Whole Wheat Flakes

Toasted Oats

Hy Top

Bran Flakes

Corn Flakes

Corn Puffs

Crisp Rice

Krunchy Nutties

Multi-grain Flakes

Toasted Oats

Hy-Vee

Corn Flakes

Crispy Rice

Crispy Corn Puffs

Crispy Hexagons

Enriched Bran Flakes

Nutty Nuggets

Toasted Corn

Toasted Rice

Toasted Oats

Honey Oats & Flakes w/

Almonds

Honey Oats & Flakes

IGA

40% Bran Flakes

Bran Flakes

Corn Flakes

Crispy Rice

Crispy Corn Puffs

Crispy Corn & Rice

Nutty Nuggets

Rice Puffs

Wheat Flakes

Wheat Puffs

Enriched Bran Flakes

Toasted Oats/Tasteeos

Corn Flakes Oven Toasted

Square Shaped Corn Toasted

Square Shaped Rice Toasted

Square Shaped Wheat Toasted

Honey Oats & Flakes w/

Almond

High Fiber Bran Flakes

Jasper

Corn Crisps

Crisp Rice

Corn Flakes

Toasted Oats

Wheat Flakes

Whole Bran Flakes

Kellogg's

Corn Flakes

Crispix

Complete Wheat Bran

Flakes

Kroger

Bran Flakes

Corn Bitz

Corn Flakes

Crispy Rice

Honey Crisp Medly

Nutty Nuggets

Rice Bitz

Toasted Oats

Malt-O-Meal

Crispy Rice

Puffed Rice Fat Free

Puffed Wheat

Toasty O's

Mornin' Gems

Corn Flakes

Crispy Rice

Our Family

Krunch Nutties

High Fiber Bran Flakes

Parade

Bran Flakes

Corn Flakes

Krunch Nutties

Toasted Oats

Crisp Rice

Piggly Wiggly

Corn Flakes

Toasted Oats

Post

Grape Nuts

Grape Nut Flakes

Premium Bran Flakes

Honey Bunches of

Oats w/ almonds

Price Saver

40% Bran Flakes

Corn Crisp

Corn Flakes

Crisp Rice

Enriched Bran Flakes

Nutty Nuggets

Toasted Oats

Quaker

Oat Bran

Toasted Oatmeal

Squares

Quick Start

Corn Biscuits

Rice Biscuits

Ralston

Corn Biscuits

Corn Flakes

Crispy Corn Puffs

Crispy Hexagons

Crispy Rice

Nutty Nuggets

Rice Biscuits

Tasteeos

Enriched Bran Flakes

Roundy's

Corn Crisp

Wheat Flakes

Whole Wheat Flakes

Save-a-Lot

Toasted Rollin' Oats

Save-It

Toasted Oats

Saver's Choice

Corn Flakes

Crisp Rice

Enriched Bran Flakes

Toasted Oats

Schnucks

Corn Flakes

Crispy Rice

Oats & More w/ Honey

& Almonds

Square Shaped Crispy

Rice

Square Shaped Crispy

Corn

Whole Grain Toasted

Oats

Wheat 'n Crunchy

Enriched Bran Flakes

Shop 'n Save

Bran Flakes

Oats & More w/Honey

Oats & More

w/Almonds

Corn Flakes

Toasted Oats

Square Shaped Corn

Square Shaped Rice

Shur-Fine

Bran Flakes

Crispy Corn Puffs

Crunchy Corn

Crunchy Rice

Nutty Nuggets

Rice Biscuits

Toasted Oats

Crunchy Corn & Rice

Enriched Bran

Flakes

Honey Oats-Flakes

w/Almonds

Crispy Rice

Corn Flakes

Shur Valu

Toasted Oats

Super Choice

Corn Flakes

Valu Time

Toasted Oats

Corn Flakes

Appendix H



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
DIVISION OF NUTRITIONAL HEALTH AND SERVICES
BUREAU OF NUTRITION SERVICES AND WIC
PARTIAL WIC FORMULA REDEMPTION

PART A. VENDOR USE ONLY

To be used only for **formula**, if the vendor does not have the entire quantity of formula issued on the WIC food instrument and the customer (WIC participant, guardian or proxy purchasing the formula) cannot travel to another store or return to the store at a later date. Enter the information below where applicable. Fields must be copied directly from the WIC FOOD INSTRUMENT.

1. STORE NAME		2. WIC VENDOR NUMBER	
3. PARTICIPANT NUMBER FROM FOOD INSTRUMENT	4. PARTICIPANT NAME FROM FOOD INSTRUMENT		5. FOOD INSTRUMENT NUMBER
6. FULL NAME OF FORMULA AND SIZE OF CAN SHOWN ON FOOD INSTRUMENT		7. TYPE <input type="checkbox"/> Liquid Concentrate <input type="checkbox"/> Powder <input type="checkbox"/> Ready To Use	
8. LAST DATE TO USE	9. PURCHASE PRICE ENTERED ON FOOD INSTRUMENT	10. AMOUNT PRESCRIBED ON FOOD INSTRUMENT	11. AMOUNT GIVEN TO THE CUSTOMER

The undersigned store representative attests that the actual amount of formula provided to the customer is reflected in Box 11 of this form and the WIC program was charged only for the amount of formula provided to the customer. Excessive use of this form, improper transaction of the food instrument, or habitual shortages of infant formula may lead to termination of the store's WIC contract.

12. STORE REPRESENTATIVE SIGNATURE ▶	13. TITLE	14. DATE
15. SIGNATURE OF THE CUSTOMER ▶		16. DATE

Complete PART A of this form, make a copy, and keep the copy as store's record. Give the original to the customer and instruct her/him to return it to their local WIC office before the last day to use noted in box 8.

PART B. PARTICIPANTS

- Take the original to the WIC office no later than the LAST DATE TO USE shown in box 8 above.
- Your local WIC staff will provide you with a new food instrument for the remaining formula.
- If you do not give the form to your WIC office on or before the LAST DATE TO USE you will forfeit the remainder of the formula.
- Do not give this form to a store. They cannot accept it as payment for formula.

PART C. LOCAL AGENCY USE ONLY

17. DATE FORM RECEIVED IN LOCAL AGENCY	18. REPLACEMENT FOOD INSTRUMENT NUMBER
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Local Agency Instructions:

- If received on or before the LAST DATE TO USE, issue a new food instrument for the remaining cans of formula that were not redeemed as indicated on this form. The replacement food instrument should have the same LAST DATE TO USE as the original food instrument.
- Make a copy of the completed form and mail it to the address below within 10 days. Retain the original in participant's file.

**Bureau of Nutrition Services and WIC
Division of Nutritional Health and Services
Missouri Department of Health and Senior Services
P.O. Box 570, Jefferson City, MO 65102**

- If needed, counsel the participant, guardian, or proxy on proper procedures in redeeming the entire infant formula food instrument.

21. WIC PERSONNEL SIGNATURE	22. DATE
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Appendix I

MISSOURI WIC VENDOR
EXTRA STAMP ORDER FORM

WIC VENDOR STAMP

(Place WIC vendor Stamp Impression in box above)

Number of Stamps @ \$13.00 each =

\$

*** Make checks payable to PDA Software Services, Inc. ***

Store Name: _____

Approved by: _____ Date: _____

Ship to Attention: _____

Address: _____

City, State, Zip Code: _____

PLEASE MAIL A COPY OF THIS FORM, ALONG WITH CHECK TO:

PDA SOFTWARE SERVICES, INC.
ATTN: HOLLIE HART
7701 COLLEGE BLVD.
VERLAND PARK, KS 66210

Missouri Department of Health and Senior Services use only

Order approved by: _____

Date: _____